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

Tuesday, October 9, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

PLEDGE OF ALLEGIANCE FOR PACIFIC COUNTY LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve regular meeting minutes of September 25, 2018
B) Approve Rainbow Valley Landfill Claims Vouchers
   PUD #2 - $38.68
   Royal Heights Transfer Station, Inc. - $461.16

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.

Pacific County is an Equal Opportunity Employer and Provider
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, September 25, 2018 South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner
Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director
Jim Bergstrom, Sheriff’s Office Lieutenant

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

CONSENT AGENDA (Items A-B)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Approve regular meeting minutes of September 11, 2018

Approve Rainbow Valley Landfill Claims Vouchers: City of Raymond - $280

There being no further business to come before the Board the meeting was closed at approximately 9:03AM.

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST: 
Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

(Please refer to recording of the meeting for a more detailed discussion)
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

PUD No. 2
P O Box 472
Raymond, WA 98577

VOUCHER # 2018 - 035
APPROVAL DATE 10/9/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/25/18</td>
<td>UTILITIES</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>38.68</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: 38.68

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

[Signature]
[Title] 10/2/18

Reviewed by:

[Signature] [Title] 10/2/18

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

[Signature] [Title] [Date]

Chairperson, Local Board of Health
Pacific County, Washington

RECEIVED
PACIFIC COUNTY
OCT - 2 2018
GENERAL ADMIN
BOARD OF COMMISSIONERS
PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY

Account Number 19983
Statement Date 09/25/2018

Billing Summary

Previous Balance 39.99
Payment Received 09/17/18 39.99 CR
Balance Forward 0.00
Current Charges Due By 10/20/18 38.68
Total Due 38.68

Messages
NEW HOURS MON-THURS 7AM-6PM CLOSED FRIDAYS

Meter #: A34390  LOC: 14090804-1  Addr: RAINBOW VALLEY LANDFILL  Rate Class: 020

Meter Reading Details

<table>
<thead>
<tr>
<th>Meter Reading Details</th>
<th>Meter A34390</th>
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<tr>
<td>Current KWH Reading</td>
<td>09/16/18 94334</td>
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<tr>
<td>Previous KWH Reading</td>
<td>08/18/18 94201</td>
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<tr>
<td>Total KWH Usage</td>
<td>133</td>
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<td>Days Served</td>
<td>29</td>
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</table>

Detail of Charges

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>133 kWh x 0.072800</td>
<td>9.68</td>
</tr>
<tr>
<td>Elec Basic Charge</td>
<td>29.00</td>
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<td>Total This Service</td>
<td>38.68</td>
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Usage

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<th>Sep 17</th>
<th>Oct 17</th>
<th>Nov 17</th>
<th>Dec 17</th>
<th>Jan 18</th>
<th>Feb 18</th>
<th>Mar 18</th>
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<td>255</td>
<td>194</td>
<td>135</td>
<td>151</td>
<td>133</td>
</tr>
<tr>
<td>Avg/Day</td>
<td>5</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>10</td>
<td>15</td>
<td>12</td>
<td>9</td>
<td>9</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>5</td>
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</table>

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

CITY

LOCATION PHONE NUMBER

OTHER PHONE NUMBER

SIGNATURE (REQUIRED TO CHANGE ADDRESS)

LARRY BAILE

DBA RAINBOW VALLEY LANDFILL

114 AIRPORT RD

RAYMOND WA 98577-9233

Public Utility No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577-0472
**CLAIMS VOUCHER**

Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.  
114 Airport Road  
Raymond, WA 98577  

VOUCHER # 2018-036  
APPROVAL DATE 10/9/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
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<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5507</td>
<td>10/2/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>161.16</td>
</tr>
</tbody>
</table>

TOTAL $161.16

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Bale  
PRES.  
10/2/18

Reviewed by:

Brian Bennett  
10/2/18

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

Rai R. Olsen  
Chairperson, Local Board of Health  
Pacific County, Washington
**ROYAL HEIGHTS TRANSFER STATION, INC.**  
**114 AIRPORT RD.**  
**RAYMOND, WA 98577**

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE #</th>
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<tbody>
<tr>
<td>10/2/2018</td>
<td>5507</td>
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**RAINBOW VALLEY LANDFILL, INC.**  
**114 Airport Rd.**  
**Raymond, WA 98577**

<table>
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<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
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<td></td>
<td>net 10</td>
<td>10/12/2018</td>
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<tr>
<th>SERVICED</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td>9/30/2018</td>
<td>36,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @ $12.81/1000</td>
<td>461.16</td>
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</table>

**Balance Due**  
$461.16
<table>
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<tr>
<th>Date</th>
<th>Loads</th>
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<tr>
<td>9/1/2018</td>
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</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
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<td>28</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

6 loads

**Total gallons**: 36000

**TOTAL**: $461.16
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, October 9, 2018
9:00AM
or as soon thereafter as possible

The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health

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.

Call to Order

Public Comment (limited to three minutes per person)

YEARS OF SERVICE
   30 Years: Jim Bergstrom (PCSO)

CONSENT AGENDA (Items 1-10)

Department of Public Works
   1) Approve Supplement No. 1 to Local Agency Agreement LA-9253 with WA State Department of Transportation
   2) Approve Amendment #2 to Communications Facility Use Agreement with Pacific Lutheran University for use of the Holy Cross radio site

Health & Human Services Department
   3) Approve Trueblood Contract Amendment #1 to Interlocal Agreement #20170081 with Great Rivers Behavioral Health Organization; authorize Chair to sign
   4) Notice of Award of grant from Substance Abuse Mental Health Services Administration to provide mental health awareness training
   5) Approve Amendment #3 to Contract #1763-94264 with WA State Health Care Authority, Division of Behavioral Health for the Project Northland Program; authorize Chair to sign
   6) Approve hire of Shalon Jarrell, Licensed Practical Nurse, effective October 15, 2018

Prosecutor’s Office
   7) Confirm hire of Benjamin Haslam, Senior Deputy Prosecutor, effective October 22, 2018 and Jonelle Ashley, Administrative Asst. I, effective October 1, 2018

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.

Pacific County is an Equal Opportunity Provider, and Employer
General Business

8) Approve regular meeting minutes of September 25, 2018 and public hearing minutes of October 1, 2018

9) Approve September, 2018 payroll: total employees: 184, total payroll: $769,585.05

10) Approve Vendor Claims; Warrants Numbered 143689 thru 143796 in the amount of $179,099.02

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

11) Consider approval of Cooperative Agreement with CHOICE Regional Health network to provide Navigator Services; authorize Director to sign

12) Consider approval of Contract No. K3075 with WA State Health Care Authority related to Medicaid Administrative Match Program; authorize Chair to sign

13) Consider approval of Medicaid Transformation Partnership Agreement and HIPAA Business Associates Agreement with Cascade Pacific Action Alliance for project focused on Opioid response; authorize Director to sign

EXECUTIVE SESSION

14) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110
<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Date of Hire</th>
<th>Calculation Date</th>
<th>ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Bergstrom</td>
<td>9/19/1988</td>
<td>9/1/1988</td>
<td>BERGJ</td>
</tr>
</tbody>
</table>

*9/25/18 BRCC Mtg*
Approve Supplement No. 1 to Local Agency Agreement LA-9253 with WA State Department of Transportation pertaining to the Guardrail Upgrade Project

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: DPW
DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer
PHONE / EXT: 3368

SIGNATURE: 
DATE:

NARRATIVE OF REQUEST
Local Agency Agreement Supplement No. 1 for Pacific County Guardrail Upgrade Project

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Supplement No. 1 to Local Agency Agreement LA-9253 with WA State Department of Transportation pertaining to the Guardrail Upgrade Project
Local Agency Agreement Supplement

<table>
<thead>
<tr>
<th>Agency</th>
<th>County of Pacific</th>
<th>Supplement Number</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Aid Project Number</td>
<td>HSIP-0008(474)</td>
<td>Agreement Number</td>
<td>LA-9253</td>
</tr>
<tr>
<td>CFDA No.</td>
<td>20.205</td>
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<td></td>
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</tbody>
</table>

The Local Agency requests to supplement the agreement entered into and executed on February 21, 2018.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

**Project Description**

Name: Guardrail Upgrades - 2017 County Safety Selections

**Description of Work**

No Change

Reason for Supplement

Request Construction Funds

---

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
<th>(4) Estimated Agency Funds</th>
<th>(5) Estimated Federal Funds</th>
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</thead>
<tbody>
<tr>
<td>PE 90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Agency</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>1,500.00</td>
<td>13,500.00</td>
<td></td>
</tr>
<tr>
<td>b. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Federal Aid Participation Ratio for PE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>c. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>d. State</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
<td>15,000.00</td>
<td>0.00</td>
<td>15,000.00</td>
<td>1,500.00</td>
<td>13,500.00</td>
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</table>

Right of Way 100% |

| f. Agency   | 0.00                          |                |                                  |                           |                           |
| g. Other    | 0.00                          |                |                                  |                           |                           |

Federal Aid Participation Ratio for RW |

| h. Other    | 0.00                          |                |                                  |                           |                           |
| i. State    | 0.00                          |                |                                  |                           |                           |
| j. Total RW Cost Estimate (f+g+h+i) | 0.00 | 0.00          | 0.00                            | 0.00                      | 0.00                      |

Construction 100% |

| k. Contract | 200,000.00                   | 200,000.00     | 200,000.00                      |                           |                           |
| l. Other    | 0.00                          |                |                                  |                           |                           |

Federal Aid Participation Ratio for CN |

| m. Other    | 0.00                          |                |                                  |                           |                           |

| n. Other    | 0.00                          |                |                                  |                           |                           |

| o. Agency   | 4,000.00                     | 4,000.00       | 4,000.00                        |                           |                           |
| p. State    | 1,000.00                     | 1,000.00       | 1,000.00                        |                           |                           |
| q. Total CN Cost Estimate (o+p+n) | 0.00 | 205,000.00 | 205,000.00                      | 0.00                      | 205,000.00                |

| r. Total Project Cost Estimate (a+c+k+m+o) | 15,000.00 | 205,000.00 | 220,000.00 | 1,500.00 | 218,500.00 |

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By: [Signature]

Title: [Position]

Date Executed: [Date]

---

DOT Form 140-041
Revised 05/2015

Washington State Department of Transportation

Page 1
VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The Agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of Federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
AGENDA REQUEST FORM

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

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 ☐ 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: Public Works/Telecommunications DIVISION (if applicable):

OFFICIAL NAME & TITLE: Nick Milton PHONE / EXT: 3444

SIGNATURE: ____________________ DATE: 10/1/2018

NARRATIVE OF REQUEST

For the board's consideration is updated Exhibit A for Pacific Lutheran University (PLU). PLU would like to renew the agreement for an additional ten years as stated in section 1 of Use Agreement dated Oct 28 2008. The attached Exhibit A represents a 9% increase from the previous Exhibit A dated July 18 2014.

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

Approve Amendment #2 to Communications Facility Use Agreement with Pacific Lutheran University for use of the Holy Cross radio site

Revised 3/2013

Exhibit A to Contract/Agreement/Grant Review Policy
PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT
Amendment #2

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities through the COUNTY for the usage by municipal, local, and county government, and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY’s systems, the COUNTY entered into this Communications Facility Use Agreement with PACIFIC LUTHERAN UNIVERSITY (hereinafter called PLU), on the 28th day of October, 2008, and;

WHEREAS, this AGREEMENT is in need of modification; and

WHEREAS, the COUNTY and PLU, in their mutual interest, wish to amend Section 1. TERM and Section 5. RATES of the Agreement.

NOW THEREFORE, the parties hereby agree that the following Amendment shall be as follows:

1. **TERM:** The agreement is extended for an additional ten (10) years and shall be effective October 28, 2018 through October 27, 2028.

5. **RATES:** Rates shall be adjusted in accordance with attached Exhibit A.

ALL OTHER TERMS & CONDITIONS of the original agreement, in addition to any previous amendments, shall remain in full force and effect unless specially removed by further agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed this __________ day of ___________________ 2018.

PACIFIC LUTHERAN UNIVERSITY   BOARD OF COUNTY COMMISSIONERS

_______________________________________   _______________________________________
Signature   Date   Lisa Olsen, Chair

_______________________________________   _______________________________________
Name     Title   Frank Wolfe, Commissioner

APPROVED AS TO FORM

_______________________________________
Prosecutor’s Office    WSBA #

_______________________________________
ATTEST

Marie Guernsey   Date
Clerk of the Board
EXHIBIT “A”
PACIFIC COUNTY, WASHINGTON

HOLY CROSS SITE
(46° 41’ 37” N. Lat. 123° 46’ 17” W. Long.)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Equipment List</th>
<th>Annual Rate</th>
</tr>
</thead>
</table>
| 1        | 1        | Crown FM-30T
30 Watt RF Power
FM Transmitter
Frequency 90.3 mhz | $1,675.33 |
| 1        |          | Fanfare FT-1AP
FM Receiver | included above |
| 1        |          | Scala CLFM Antenna | included above |
| 2        | 1        | Shively 6602B
Transmit Antenna | $321.55 |

TOTAL ANNUAL RATE $1,996.88

EXHIBIT “A” AGREED TO:

LESSOR INITIALS ___________________________ DATE ___________________________

LESSEE INITIALS ___________________________ DATE ___________________________

Pacific Lutheran University
Communications Facility
Use Agreement – Holy Cross
Exhibit “A”
Approve Trueblood Mental Health Diversion Program Contract Amendment #1 to Interlocal Agreement #20170081 with Great Rivers Behavioral Health Organization and authorize Chair to sign.
<table>
<thead>
<tr>
<th>Name of Contractor:</th>
<th>Great Rivers Behavioral Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contract/Agreement/Grant/Amendment #:</td>
<td>If amendment, provide copy of those pages that are being amended: amendment #1 - contract #20170081</td>
</tr>
</tbody>
</table>

- W-9 Attached for all vendors/contractors (County issuing payment to)
- Certificate of Insurance Attached (If required)

<table>
<thead>
<tr>
<th>Indicate type</th>
<th>Intergovernmental/Interagency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employment/Special Services Agreement</td>
</tr>
<tr>
<td></td>
<td>Federal Contract</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Understanding/Agreement</td>
</tr>
<tr>
<td></td>
<td>Interoffice/Interdepartmental</td>
</tr>
<tr>
<td></td>
<td>State Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Type (check all that apply):</th>
<th>For-Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-Profit</td>
</tr>
<tr>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>Private Organization/Individual</td>
</tr>
<tr>
<td></td>
<td>Public Organization/Jurisdiction</td>
</tr>
<tr>
<td></td>
<td>Sub-Recipient</td>
</tr>
</tbody>
</table>

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form;

**TYPE OF REQUEST** (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

<table>
<thead>
<tr>
<th>Public Works Project (RCW 39.04):</th>
<th>Limited PW Process (&lt;$35,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Limited PW Process (&lt;$40,000)</td>
</tr>
<tr>
<td></td>
<td>Small PW Process (&lt;$300,000)</td>
</tr>
<tr>
<td></td>
<td>PW Project (&gt; $300,000)</td>
</tr>
</tbody>
</table>

| Equipment, Materials, & Supplies (RCW 36.32): | < $5,000 (attach 3 bid) |
|                                               | $5,000-$25,000 (use small works roster) |
|                                               | > $25,000 (competitive bid) |

<table>
<thead>
<tr>
<th>Services / Leases:</th>
<th>Architectural &amp; Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lease (Personal Property i.e. copier, printer)</td>
</tr>
<tr>
<td></td>
<td>Telecomm &amp; Data Processing</td>
</tr>
<tr>
<td></td>
<td>Personal Services</td>
</tr>
<tr>
<td></td>
<td>Lease (Real)</td>
</tr>
<tr>
<td></td>
<td>Other (Describe):</td>
</tr>
</tbody>
</table>

To be located at: _______________________________________________________________________

**Exceptions to Bidding** (Please provide appropriate documentation):

- Insurance/Bonds
- Single (Sole) Source Purchase*
- Emergency Event (Purchases/Public Works)
- Special Facilities/Market Conditions

*Resolution Required

**PURCHASE UNDER ANOTHER AGENCY'S CONTRACT** ("Piggybacking")

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

<table>
<thead>
<tr>
<th>RFP</th>
<th>RFQ</th>
<th>Franchise</th>
<th>Annexation</th>
<th>Ordinance</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appeal</td>
<td>Inventory Acquisition/Disposal</td>
<td>Tort Claim</td>
<td>Call for Bids</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Space</td>
<td>Post, Advertise, &amp; Fill Position</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Other (please describe): | |

**BACKGROUND/SUMMARY** (Include date of prior workshop and/or action, if applicable):

**TOTAL COST/AMOUNT** (Include sales & use tax):

**TOTAL TAX**: EXPENDITURE FUND #: XXX.XXX.XXX

**EXPENDITURE BUDGETED?** | Yes | No

**SUPPLEMENTAL REQUIRED?** | Yes | No

**IN-KIND MATCH REQUIRED?** | Yes | No

**MATCHING FUNDS REQUIRED?** | Yes | No

**AMOUNT OF MATCHING FUNDS**: ______________________

Revised 8/2015
Exhibit A to Resolution No. 2010-013
Great Rivers Behavioral Health Organization
Inter-Local Agreement

Trueblood

Contract Amendment No. 1

This contract is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

<table>
<thead>
<tr>
<th>Pacific County</th>
<th>Contract Number:</th>
<th>20170081</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 Memorial Drive</td>
<td>Contract Start Date:</td>
<td>July 1, 2017</td>
</tr>
<tr>
<td>South Bend, WA 98586</td>
<td>Contract End Date:</td>
<td>December 31, 2018</td>
</tr>
<tr>
<td></td>
<td>Amendment Effective Date:</td>
<td>July 1, 2018</td>
</tr>
<tr>
<td>Telephone: 360-249-3731</td>
<td>Budget Authority:</td>
<td>Trueblood</td>
</tr>
</tbody>
</table>

Program Contact: Katie Lindstrom
Fiscal Contact: Katie Lindstrom
Great Rivers Contact: Lisa Farvour
Fiscal Contact: Brian Cameron

PACIFIC COUNTY, hereinafter referred to as the Contractor and Great Rivers agree to the terms and conditions of this Professional Service Agreement, including any exhibits, by signing below:

FOR GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION:

Marc Bollinger, LICSW
Great Rivers CEO

Date

FOR PACIFIC COUNTY:

Lisa Olsen
Pacific County Commissioners, Chairperson

Date
CONTRACT AMENDMENT NO. 1

PURPOSE OF CHANGE: To amend that Basic Agreement dated July 1, 2017, between Great Rivers Behavioral Health Organization (hereinafter referred to as “Great Rivers” and Pacific County (hereinafter referred to as the “County”) under the provisions of that Modifications Clause therein, and to make other necessary changes within the scope of that contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED THEREFORE: That the agreement is hereby amended as follows:

1. Section 2.1.2 is replaced in its entirety by the following:

   Maximum allowable compensation under this Agreement for Professional Services shall not exceed $45,900.00.

2. Section 2.3 is replaced in its entirety by the following:

   2.3 Term and Termination. This Agreement shall continue until December 31, 2018, subject to termination by either party upon (30) days written notice to the other party.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments thereto remain in full force and effect.
To be completed by Clerk of the Board/Deputy Clerk of the Board:

<table>
<thead>
<tr>
<th>Agenda Item #</th>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda #: 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subject to Adequate Budget Appropriations

No Action Taken/Withdrawn

Deferred To: __________________________

Continued To Date: __________________________

Other: __________________________

Distribution List:

- RF
- CF
- SEA
- Assessor
- Auditor
- Clerk
- DPW
- EMA
- Fair
- NDC
- PACCOM
- Civil Service
- Health
- Sheriff
- DCD
- Juvenile
- SDC
- Other
- Superior Court
- Treasurer
- Veg Mgmt
- WSU Ext

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

Official Name & Title: Katie Lindstrom, Deputy Director

Signature: __________________________

Date: 10-2-2018

Narrative of Request:

Attached is the notice of award for a new grant we have received from Substance Abuse Mental Health Services Administration (SAMHSA). This grant does not require a signature and is FYI for the board. The grant will provide $125,000 per year for the next three years (beginning Oct 1, 2018- Sept 30, 2021) to provide mental health awareness training (Mental Health First Aid, Crisis Intervention Training, Youth Mental Health First Aid, etc) throughout Pacific County. The grant includes a .80FTE coordinator (HS Program Specialist) and roughly .20 FTE of casual employee time to facilitate the trainings. Please contact me at ext 2648 with any questions. Thank you!

Recommended Motion

Notice of Award of grant from Substance Abuse Mental Health Services Administration to provide mental health awareness training in the amount of $125,000 for three years to provide mental health awareness training

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy

Page 1
Notice of Award

Mental Health Awareness Training Grants
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

Issue Date: 09/18/2018

Grant Number: 1H79SM081061-01
FAIN: H79SM081061
Program Director: Katie O. Lindstrom

Project Title: Pacific County Health & Human Services - MHAT application

<table>
<thead>
<tr>
<th>Grantee Address</th>
<th>Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PACIFIC COUNTY</td>
<td>Katie Lindstrom</td>
</tr>
<tr>
<td>Katie Lindstrom</td>
<td>Pacific County Health and Human Services</td>
</tr>
<tr>
<td>Health and Human Resources</td>
<td>1216 Robert Bush Drive</td>
</tr>
<tr>
<td>1216 Robert Bush Drive</td>
<td>South Bend, WA 98580000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Address</th>
<th>Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Bend, WA 98580000</td>
<td></td>
</tr>
</tbody>
</table>

Budget Period: 09/30/2018 – 09/29/2019
Project Period: 09/30/2018 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $125,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PACIFIC COUNTY in support of the above referenced project. This award is pursuant to the authority of under Section 520J of the PHS Act(42USC 290bb-41) as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Gwendolyn Simpson
Grants Management Officer
Division of Grants Management

See additional information below
SECTION I – AWARD DATA – 1H79SM081061-01

Award Calculation (U.S. Dollars)
Salaries and Wages $73,705
Fringe Benefits $25,621
Personnel Costs (Subtotal) $99,326
Materials & Supplies $5,050
Contractual $10,780
Travel $8,844

Direct Cost $125,000
Approved Budget $125,000
Federal Share $125,000
Cumulative Prior Awards for this Budget Period $0

AMOUNT OF THIS ACTION (FEDERAL SHARE) $125,000

<table>
<thead>
<tr>
<th>SUMMARY TOTALS FOR ALL YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YR</td>
</tr>
<tr>
<td>----</td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:
CFDA Number: 93.243
EIN: 1916001356A6
Document Number: 18SM81061A
Fiscal Year: 2018

<table>
<thead>
<tr>
<th>IC</th>
<th>CAN</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SM</td>
<td>C96J056</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IC</th>
<th>CAN</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>SM</td>
<td>C96J056</td>
<td>$125,000</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

SM Administrative Data:
PCC: MHT / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SM081061-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW,
WASHINGTON, DC 20201.

SECTION III - TERMS AND CONDITIONS – 1H79SM081061-01

This award is based on the application submitted to, and as approved by, SAMHSA on the
above-title project and is subject to the terms and conditions incorporated either directly or by
reference in the following:

   a. The grant program legislation and program regulation cited in this Notice of Award.
   b. The restrictions on the expenditure of federal funds in appropriations acts to the extent
      those restrictions are pertinent to the award.
   c. 45 CFR Part 75 as applicable.
   d. The HHS Grants Policy Statement.
   e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
   Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to
45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements,
and procurement contracts with cumulative total value greater than $10,000,000 must report and
maintain information in the System for Award Management (SAM) about civil, criminal, and
administrative proceedings in connection with the award or performance of a Federal award that
reached final disposition within the most recent five-year period. The recipient must also make
semiannual disclosures regarding such proceedings. Proceedings information will be made
publicly available in the designated integrity and performance system (currently the Federal
Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements
and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SM Special Terms and Conditions – 1H79SM081061-01

REMARKS

FY 2018 New Award

1. This Notice of Award (NoA) is issued to inform your organization that the application
   submitted through the Mental Health Awareness Training Grants funding opportunity SM-18-
   009, has been selected for funding.

   1a) This award reflects approval of the budget submitted June 8, 2018, as part of
   the application by your organization.

2. Recipients are expected to plan their work to ensure that funds are expended within the 12-
   month budget period reflected on this Notice of Award. If activities proposed in the approved
   budget cannot be completed within the current budget period, SAMHSA cannot guarantee the
   approval of any request for carryover of remaining unobligated funding.

3. All responses to award terms and conditions and prior approval requests must be submitted
   as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.

4. Register Program Director/Project Director (PD) in eRA Commons:
If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

Key Staff
Key staff (or key staff positions, if staff has not been selected) are listed below:

*Katie Lindstrom, Project Director @ 15% level of effort

Any changes in key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval. Reference the Prior Approval Standard Term for additional information and instructions.

SPECIAL TERMS

Disparity Impact Statement (DIS)

By November 30, 2018 you must submit via eRA Commons.

The DIS should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below.
Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at http://www.samhsa.gov/grants/grants-management/disparity-impactstatement.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes
and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
   a. Diverse cultural health beliefs and practices;
   b. Preferred languages; and
   c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

All responses to award terms and conditions must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.


SPARS

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered using SAMHSA’s Performance Accountability and Reporting System (SPARS). MHAT recipients will be expected to complete Annual Goals and Budget training no later than December 30, 2018, and will be expected to enter Annual Goals and Budget data and information no later than January 30, 2019.

SPECIAL CONDITIONS

Revised SF-424 and Revised Checklist Form

Katie Lindstrom cannot serve as the (1) Authorized Representative, (2) Business Official and (3) Project Director on this one grant.

If Katie Lindstrom is to remain as the Project Director on this grant, by October 30, 2018, the recipient is required to submit via eRA Commons, a revised Checklist form reflecting a different Business Official name and contact information, and a revised SF-424 grant application page 4, reflecting different name of the Authorized Representative.

STANDARD TERMS AND CONDITIONS

Standard Terms for Awards FY 2018

Your organization must comply with the Standard Terms and Conditions for grants awarded in Fiscal Year 2018 and the following award terms applicable to your award type as identified below:

* New Grant
SAMHSA’s Terms and Conditions Webpage is located at: https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions.


The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period. The annual FFR should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award; as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at http://www.samhsa.gov/grants/grante-management/reporting-requirements.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-fr-10-22-17.pdf.

Annual Programmatic Progress Report

Submission of an annual Programmatic Report is due no later than December 30, 2019

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.


Additional information on reporting requirements is available at https://www.samhsa.gov/grants/grants-management/reporting-requirements.

Compliance with Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.
Staff Contacts:

L. Wendie Veloz, Program Official
Phone: (240) 276-1849  Email: Wendie.Veloz@samhsa.hhs.gov  Fax: (240) 276-1890

Salvador Ortiz, Grants Specialist
Phone: (240) 276-1421  Email: salvador.ortiz@samhsa.hhs.gov  Fax: (240) 276-1430
Approve Amendment #3 to Contract #1763-94264 with WA State Health Care Authority, Division of Behavioral Health for the Project Northland Program designed to reduce underage alcohol use and authorize Chair to sign.
Name of Contractor: HCA- Division of Behavioral Health
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): 1763-94264- amendment #3

- [ ] W-9 Attached for all vendors/contractors (County issuing payment to)
- [ ] Certificate of Insurance Attached (if required)

Indicate type:  
- [ ] Intergovernmental/Interagency  
- [ ] Employment/Special Services Agreement  
- [ ] Federal Contract  
- [ ] Memorandum of Understanding/Agreement  
- [ ] Interoffice/Interdepartmental  
- [ ] State Contract

Contractor Type (check all that apply):  
- [ ] For-Profit  
- [ ] Non-Profit  
- [ ] Private Organization/Individual  
- [ ] State  
- [ ] Public Organization/Jurisdiction  
- [ ] Federal  
- [ ] Sub-Recipient  
- [ ] Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

**TYPE OF REQUEST** (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

- Public Works Project (RCW 39.04):  
  - [ ] Limited PW Process (<$35,000)  
  - [ ] Limited PW Process (<$40,000)  
  - [ ] Small PW Process (<$300,000)  
  - [ ] PW Project (>300,000)

- Equipment, Materials, & Supplies (RCW 36.32):  
  - [ ] <$5,000 (attach to bid)  
  - [ ] $5,000-$25,000 (use small works contract)  
  - [ ] >$25,000 (competitive bid)

Services / Leases:  
- [ ] Architectural & Engineering  
- [ ] Personal Services  
- [ ] Lease (Personal Property i.e. copier, printer)  
- [ ] Lease (Real)  
- [ ] Other (Describe):

To be located at: ______________________________________

Exceptions to Bidding (Please provide appropriate documentation):

- [ ] Insurance/Bonds  
- [ ] Single (Sole) Source Purchase*  
- [ ] Emergency Event (Purchases/Public Works)  
- [ ] Special Facilities/Market Conditions
  
*Resolution Required

- [ ] PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- [ ] RFP  
- [ ] RFQ  
- [ ] Franchise  
- [ ] Annexation  
- [ ] Ordinance  
- [ ] Resolution  
- [ ] Appeal  
- [ ] Inventory Acquisition/Disposal  
- [ ] Tort Claim  
- [ ] Call for Bids  
- [ ] Open Space  
- [ ] Post, Advertise, & Fill Position  
- [ ] Other (please describe): ______________________________________

**BACKGROUND/SUMMARY** (include date of prior workshop and/or action, if applicable):

**TOTAL COST/AMOUNT** (include sales & use tax): 13,500

**TOTAL TAX:** 0

**TOTAL SHIPPING/HANDLING:** 0

**EXPENDITURE BUDGETED?**  
- [ ] Yes  
- [ ] No

**EXPENDITURE BUDGETED?**  
- [ ] Yes  
- [ ] No

**SUPPLEMENTAL REQUIRED?**  
- [ ] Yes  
- [ ] No

**IN-KIND MATCH REQUIRED?**  
- [ ] Yes  
- [ ] No

**AMOUNT OF MATCHING FUNDS:** n/a

**MATCHING FUNDS REQUIRED?**  
- [ ] Yes  
- [ ] No

Revised 8/2015
Exhibit A to Resolution No. 2010-013
**CONTRACT AMENDMENT**

**Prevention Services**

HCA CONTRACT NUMBER: 1763-94264  
Amendment No. 03

This Contract Amendment is between the State of Washington Health Care Authority (HCA) and the Contractor identified below.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR ADDRESS</th>
<th>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</th>
<th>ACD INDEX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 26</td>
<td>254-000-662</td>
<td>1231</td>
</tr>
<tr>
<td>South Bend, WA 98586-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR CONTACT</th>
<th>CONTRACTOR TELEPHONE</th>
<th>CONTRACTOR FAX</th>
<th>CONTRACTOR E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katie Olen-Lindstrom</td>
<td>(360) 875-9300</td>
<td>(360) 875-9323</td>
<td><a href="mailto:kolen@co.pacific.wa.us">kolen@co.pacific.wa.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA PROGRAM AREA</th>
<th>HCA CONTRACT CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Behavioral Health</td>
<td>1644CS-63</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA CONTACT NAME AND TITLE</th>
<th>HCA CONTACT ADDRESS</th>
<th>HCA CONTACT E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Mariani</td>
<td>4500 Tenth Ave SE</td>
<td><a href="mailto:Sarah.Mariani@hca.wa.gov">Sarah.Mariani@hca.wa.gov</a></td>
</tr>
<tr>
<td>Program Administrator</td>
<td>PO Box 45330</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Olympia, WA 98504</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA CONTACT TELEPHONE</th>
<th>HCA CONTACT FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>(360) 725-3774</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</th>
<th>CFDA NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>93.243</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMENDMENT START DATE</th>
<th>CONTRACT END DATE</th>
<th>PRIOR MAXIMUM CONTRACT AMOUNT</th>
<th>AMOUNT OF INCREASE OR DECREASE</th>
<th>TOTAL MAXIMUM CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/2018</td>
<td>06/30/2019</td>
<td>$420,000.00</td>
<td>$13,250.00</td>
<td>$433,250.00</td>
</tr>
</tbody>
</table>

**REASON FOR AMENDMENT:**

**CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT**

**ATTACHMENTS.** When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:

- Additional Exhibits (specify): Exhibit B

This Contract 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 Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Gayton, HCA Contracts Administrator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331) - Strategic Prevention Framework Partnerships for Success**

<table>
<thead>
<tr>
<th>i</th>
<th>Subrecipient name (which must match the name associated with its unique entity identifier);</th>
<th>Pacific County</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii</td>
<td>Subrecipient's unique entity identifier; (DUNS);</td>
<td>942515065</td>
</tr>
<tr>
<td>iii</td>
<td>Federal Award Identification Number (FAIN);</td>
<td>SP020155</td>
</tr>
<tr>
<td>iv</td>
<td>Federal Award Date (see §200.39 Federal award date);</td>
<td>06/12/2015</td>
</tr>
<tr>
<td>v</td>
<td>Subaward Period of Performance Start and End Date;</td>
<td>7/1/17 – 6/30/19</td>
</tr>
<tr>
<td>vi</td>
<td>Amount of Federal Funds Obligated by this action;</td>
<td>$13,250</td>
</tr>
<tr>
<td>vii</td>
<td>Total Amount of Federal Funds Obligated to the subrecipient;</td>
<td>$81,110</td>
</tr>
<tr>
<td>viii</td>
<td>Total Amount of the Federal Award;</td>
<td>$2,207,505 FY16 (09/30/15 - 09/29/16)</td>
</tr>
<tr>
<td>ix</td>
<td>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);</td>
<td>Strategic Prevention Framework Partnerships for Success (PFS)</td>
</tr>
<tr>
<td>x</td>
<td>Name of Federal awarding agency, pass-through entity, and contact information for awarding official,</td>
<td>SAMHSA, Washington State DSHS, Chris Imhoff, Director PO Box 45330 Olympia, WA 98504-5330 <a href="mailto:IMHOF@dshs.wa.gov">IMHOF@dshs.wa.gov</a></td>
</tr>
<tr>
<td>xi</td>
<td>CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;</td>
<td>93.243</td>
</tr>
<tr>
<td>xii</td>
<td>Identification of whether the award is R&amp;D; and</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>xiii</td>
<td>Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&amp;A) costs).</td>
<td>de minimis (10%)</td>
</tr>
</tbody>
</table>
1. The Contract maximum is increased by $13,250 from $420,000 to $433,250. Source of funds for this amendment is the Prevention Framework Partnerships for Success (PFS), CFDA#93.243. The Awards and Revenues (A&R) is attached as Exhibit B.

2. Amend Special Terms and Conditions Section 9. Consideration first paragraph only by deleting and replacing with the following:

   Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is increased by $13,250, up to a maximum of $433,250 including any and all expenses, and shall be based on the following and outlined in Exhibit B: Awards and Revenue.

4. Amend Special Terms and Conditions by replacing Exhibit B as follows on the next page:
### AWARD AND REVENUES

#### 2017-2019 Biennium

**CONTRACTOR NAME**: Pacific County  
**CONTRACT NUMBER**: 1763-54264  
**COUNTY**: Pacific  

The above named Contractor is hereby awarded the following amounts for the purposes listed.

<table>
<thead>
<tr>
<th>REVENUE SOURCE CODE</th>
<th>TYPE OF SERVICE</th>
<th>AWARD AMOUNTS</th>
<th>Total 17-19 Biennium</th>
</tr>
</thead>
<tbody>
<tr>
<td>334.04.6X</td>
<td>GF-State - Admin (for SABG Prevention)</td>
<td>SFY18: $3,586</td>
<td>SFY19: $5,843</td>
</tr>
<tr>
<td>334.04.6X</td>
<td>Dedicated Marijuana Account-Fund 315-State</td>
<td>SFY18: $23,384</td>
<td>SFY19: $23,384</td>
</tr>
<tr>
<td>333.92.43</td>
<td>PFS-Total</td>
<td>Year 4 FFY16 (7.1.17-9.29.17): $54,288</td>
<td>Year 5 FFY17 (9.30.17-9.29.18): $13,572</td>
</tr>
<tr>
<td>333.37.88</td>
<td>STR-Total</td>
<td>FFY17 (8.15.17-4.30.18): $120,000</td>
<td>FFY18 (5.1.18-4.30.19): $9,333</td>
</tr>
<tr>
<td></td>
<td>Total Federal Funds</td>
<td>$192,363</td>
<td>$185,689</td>
</tr>
<tr>
<td></td>
<td>Total State Funds</td>
<td>$25,870</td>
<td>$29,227</td>
</tr>
<tr>
<td></td>
<td>TOTAL ALL AWARDS</td>
<td>$218,233</td>
<td>$214,917</td>
</tr>
</tbody>
</table>

**Federal CFDA:**
- SABG-Substance Abuse Block Grant - CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

**SABG Prevention:**
- Funding period(s): 7.1.17-6.30.19
- Funds may be used in SFY 18 or SFY 19; up to the Total 17-19 Biennium award, as indicated above.

**GF-State- Admin (for SABG Prevention):**
- Funding period(s): 7.1.17-6.30.18 and 7.1.18-6.30.19
- Funds must be used only in the SFY in which they are awarded, as indicated above.

**Dedicated Marijuana Account-Fund 315 State:**
- Funding period(s): 7.1.17-6.30.18 and 7.1.18-6.30.19
- Funds must be used only in the SFY in which they are awarded, as indicated above.

**PFS-Partnerships for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)**

**PFS:**
- **Year 4 funding:** 7.1.17-9.29.17
- **Year 5 funding:** 9.30.17-9.29.18
- Funds must be used in the FFY in which they are awarded, as indicated above.

**STR-State Targeted Response to the Opioid Crisis-CFDA 93.788 Substance Abuse and Mental Health Services Administration (SAMHSA)**

**STR:**
- **FFY17:** 8.15.17-4.30.18
- **FFY18:** 5.1.18-4.30.19
- Funds must be used in the FFY in which they are awarded, as indicated above.

Beginning 5.1.18, funds for FFY18 may be used in SFY 18 or SFY 19, until 4.30.19.
All other terms and conditions of this Contract remain in full force and effect.
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/Withdrawn  □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________________________  TIME: __________________________

□ OTHER: _________________________________________________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ 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  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director  PHONE / EXT: 2644

SIGNATURE: __________________________  DATE: 10/2/18

NARRATIVE OF REQUEST

Request the Board approve the hire of Shalon Jarrell to the open position of Licensed Practical Nurse, (LPN), at a Grade 12 Step 7 for a 0.8 FTE position. I am requesting that she be hired at the Step 7 vs the typical step 1 pay as she comes to our department with three years experience as a public health nurse in Virginia. She has done the work that we will be a part of her position thus will require less orientation and reduced oversight. This is similar to what she was making per hour at her last position. This is included in the approved 2018 budget and the proposed 2019 budget. We will not need a supplemental budget.

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

Approve hire of Shalon Jarrell, Licensed Practical Nurse, 0.8 FTE, Grade 12 Step 7, effective October 15, 2018, subject to adequate budget appropriations
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: Benjamin J. Haslam Phone Number: 360-875-9361

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: Prosecutor's Office

Position Title: Senior Deputy Prosecutor

Phone/Ext.: 360-875-9361 Start Date: OCTOBER 22, 2018

Union: Yes ☐ which? No ☒ Grade: 18 Step: 6

Monthly ☐ Hourly ☒ Pay Rate: $6467.00 Exempt from Overtime: Yes ☒ No ☐

Position is:

Regular (1.00 FTE) ☒ Regular Part-Time ☐ _____ FTE Casual ☐ Temporary ☐ approx. end date:

Charge to BARS #: 001 700 515 31 10 (25 %)

( %)

( %)

( %)

Signature of hiring official Date

Board of County Commissioners approved on subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only


L&I Code SUTA Code Yearly Hours
PACIFIC COUNTY

[Box checked]: New Employee / [Box checked]: 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: Jonelle Ashley  Phone Number: 360-589-9929

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: Prosecutor's Office

Position Title: Administrative Assistant I

Phone/Ext.: 360-875-9361  Start Date: 10/1/18

Union: Yes [Box checked] which? 367C  No [Box] Grade: 7  Step: 4

Monthly [Box] Hourly [Box checked] Pay Rate: $15.33  Exempt from Overtime: Yes [Box checked] No [Box]

Position is:

Regular (1.00 FTE) [Box]  Regular Part-Time [Box checked] FTE  Casual [Box]  Temporary [Box]  approx. end date: ___________

Charge to BARS #: 001 . 700 . 515 . 31 . 10 (49 %)

[Box] . [Box] . [Box] . [Box] . [Box] (___ %)

[Box] . [Box] . [Box] . [Box] . [Box] (___ %)

[Box] . [Box] . [Box] . [Box] . [Box] (___ %)

Signature of hiring official: ___________________  Date: 9/24/14

Board of County Commissioners approved on ___________________ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only


LEI Code  SUTA Code  Yearly Hours  

[Signature]  [Date: 9/24/14]
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, September 25, 2018 South Bend, Washington

CALLED TO ORDER – 9:04 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director
Jim Bergstrom, Sheriff’s Office Lieutenant

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

PROCLAMATION

Adopt WSU Master Gardener Volunteer Week Proclamation

CONSENT AGENDA (Items 2-5)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Department of Public Works

Approve Road Haul Permit No. 2018-13 and cash bond in the amount of $482 from Kynsi Construction for hauling on Green Creek County Road and authorize Public Works to hold in suspense until haul is complete

Health & Human Services Department

Approve Amendment #4 to Consolidated Contract #CLH18256 with WA State Department of Health and authorize Chair to sign
General Business

Approve regular meeting minutes of September 11, 2018

Approve Vendor Claims; Warrants Numbered 143500 thru 143617 in the amount of $568,767.66

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve hire of Alex Cole, to vacant Road Maintenance Technician, II-South County, at a rate of $19.34/hr, effective September 26, 2018, subject to adequate budget appropriations

Approve Quit Claim Deed with Covenants, Conditions and Restrictions for Surfside Estates Accretions from Lisa Del Guzzi as Trustee of Lisa Del Guzzi Living Trust and authorize Chair to sign

Approve request to obtain call for proposals utilizing the Small Works Roster for the Courthouse Exterior Lead Paint Abatement Project

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Funding Board Project Agreement #18-2194P with WA State Recreation and Conservation Office and authorize Chair to sign, adopt Resolution No. 2018-040 authorizing Director of Community Development to act as authorized representative, and approve Interagency Agreement with the Pacific Conservation District, all pertaining to the Willapa Lead Entity 2018-19 Project

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Memorandum of Agreement with Sources of Strength to provide youth suicide prevention strategy training and authorize Director to sign

ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Family Medical Leave for a qualifying event, effective October 18, 2018 thru January 18, 2019
ITEMS REGARDING CLERK’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Confirm Clerk’s signature on Purchase Reimbursement Agreement #PRA19004 with WA State Administrative Office of the Courts and approve purchase of three computer workstations in an amount not to exceed $1,059.01 each, including tax, subject to adequate budget appropriations, and the amount of $807.03 to be paid from computer replacement fund

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve purchase of four Latitude Rugged 5414 laptop computers in an amount not to exceed $2,601.81 each, including tax, to be paid from FY17 EMPG Grant Contract #E18-072, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Rescind motion of August 14, 2018, approving the Facility Use Application with the Port of Ilwaco and approve the Facility Use Application as submitted by Clint Carter representing the Peninsula R&B Festival and approve the amended minutes of the regular meeting of August 14, 2018

Adopt Resolution No. 2018-041 in the matter of reimbursing the City of Raymond the $2,154 that the city will forego in taxes in calendar year 2018 in accordance with Resolution 2017-074

Approve Vendor Claims, Warrants Numbered 143618 thru 143688 in the amount of $392,818.76, subject to adequate budget appropriations

RECESS – 9:13AM

EXECUTIVE SESSION

11:00AM – 12:00PM

ATTEND: BOCC, Kathy Spoor, Jeff Meyers

RCW 42.30.110(1)(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…

EXECUTIVE SESSION

Extended 12:00PM to 12:30PM
PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #54

RECONVENE

Chair Olsen reconvened the meeting and noted that the Executive Session will be continued to Wednesday, September 26, 2018, at approximately 11:00AM for an hour.

ADJOURN

There being no further business to come before the Board the meeting was closed at approximately 12:31PM.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

____________________________________
Lisa Olsen, Chair

ATTEST:

____________________________________
Frank Wolfe, Commissioner

____________________________________
Marie Guernsey
Clerk of the Board

____________________________________
Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)

OTHER BUSINESS FOR FILING

Certificate of Liability Insurance dated September 17, 2018, from WellSpring Community Network.

Email dated September 19, 2018, from Auditor Joyce Kidd noting the resignation of Noy Zeigler Stewart, effective November 22, 2018.


Letter dated September 26, 2018, from State of WA Department of Commerce regarding meeting the Consolidated Homeless Grant (CHG) System Wide Performance Improvement Requirements performance measures.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

September 5, 2018
fy2019 Budget Workshop

September 10, 2018
Meeting Agenda Review
Workshop w/ B. Monohon
fy19 budget workshop
Workshop re: draft process ordinance

September 11, 2018
BOH/BOCC meeting
Public Hearing-Great Columbia Crossing Walk/Run Assembly Permit
State Auditor’s Exit Conference
Joint Elected/Appointed Management Meeting

September 14, 2018
Conference call with State Auditor’s Office

September 18, 2018
Workshop re: PSB generator
Vegetation Management fy2019 budget workshop
Clerk’s Office fy2019 budget workshop

September 20, 2018
Meet w/ Dr. Stein and Dr. Edstam

September 24, 2018
Meeting Agenda Review
PacMtn annual briefing
Workshop re: draft social media policy
Workshop w/ Fair Advisory Board (FAB)

September 25, 2018
BOH/BOCC meeting
Prosecutor’s Office fy2019 budget workshop
Executive Session
Workshop w/ DCD re: float houses
Workshop w/ DCD & DNR re: float houses
Executive Session

September 26, 2018
Fy2019 budget workshop
Continued Executive Session
CALLED TO ORDER – 10:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Marie Guernsey, Clerk of the Board
Paul Plakinger, Management & Fiscal Analyst

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC HEARING

Chair Olsen opened the public hearing and noted that due to the absence of Commissioner Ayers she would be voting. Paul Plakinger was sworn in.

Paul provided a brief overview of the draft

Chair Olsen closed the public hearing.

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Acknowledge the filing of the draft fiscal year 2019 preliminary budget

ADJOURN

There being no further business to come before the Board the meeting was closed at approximately 10:04AM.

(Please refer to recording of the meeting for a more detailed discussion)
COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: SEPTEMBER, YEAR OF 2018
TOTAL EMPLOYEES: 184
TOTAL PAYROLL: $769,585.05

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 9th day of OCTOBER 2018

______________________________
Chairperson

______________________________
Commissioner

______________________________
Commissioner

Attest:

______________________________
Clerk of the Board

RECEIVED
PACIFIC COUNTY

OCT - 2 2018

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, October 9, 2018, 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

143689 thru 143796 $ 179,099.02

Warrants Dated: September 28, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

SEP 2 8 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
**AGENDA REQUEST FORM**

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
<td></td>
</tr>
<tr>
<td>□ CONTINUED TO DATE:</td>
<td>TIME:</td>
<td></td>
</tr>
<tr>
<td>□ OTHER:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agenda Item #: 11  
Initial: Date:  
Review: □ Clerk of the Board  
□ Risk Mgmt  
□ Legal Required  

**DISTRIBUTION LIST:**
- [ ] RF  - [ ] Assessor  - [ ] DPW  - [ ] NDC  - [ ] Superior Court  
- [ ] CF  - [ ] Auditor  - [ ] EMA  - [ ] PACCOM  - [ ] Treasurer  
- [ ] SEA  - [ ] Clerk  - [ ] Fair  - [ ] Prosecutor  - [ ] Veg Mgmt  
- [ ] Civil Service  - [ ] Health  - [ ] SDC  - [ ] WSU Ext.  
- [ ] DCO  - [ ] Juvenile  - [ ] 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  
DIVISION (if applicable):  

OFFICIAL NAME & TITLE: Mary Goelz, Director  
PHONE / EXT: 2644  

SIGNATURE:  
DATE: 10/2/18

**NARRATIVE OF REQUEST**
Request the Board review, approve, and allow the Director to sign the attached Agreement with CHOICE Regional Health Network. This Agreement has to do with providing Navigator services at our clinic. It allows our trained staff to assist individuals and families in applying for medical coverage through the State, both Medicaid and Qualified Health Plans. One of our staff was trained this year to provide this service. The payment for the service will be related to signing the participants to the Qualified Health Plans. At this time there is no consistent help available in the county so it is a gap that needed to be addressed. We will be providing this service to both our clients and other individuals in the county. This will also be made available to the Community Court events. This is our second year of this Agreement. We will not need a supplemental budget.

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

Approve Cooperative Agreement with CHOICE Regional Health network to provide Navigator Services and authorize Director to sign  

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: CHOICE Regional Health Network

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Cooperative Agreement between Pacific County Health and Human Services Department and CHOICE Regional Health Netw

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)
Indicate type: ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply):
☐ For-Profit ☐ Private Organization/Individual
☐ Non-Profit ☐ Public Organization/Jurisdiction
☐ State ☐ Sub-Recipient
☐ Federal ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

☐ Small PW Process (<$300,000) ☐ PW Project (>300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < $5,000 (attach 3 bids) ☐ $5,000-$25,000 (2 or more small works rosters)
☐ >$25,000 (competitive bid)

Services / Leases:
☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: __________________________

Exceptions to Bidding (Please provide appropriate documentation):
☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)
☐ Single (Solo) Source Purchase* ☐ Special Facilities/Market Conditions
*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")
Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space ☐ Post, Advertise, & Fill Position
☐ Other (please describe):

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
At this time there is no consistent help available in the county for this service, so it is a gap that needed to be addressed. We will be providing this service to both our clients and other individuals in the county. One of the clinics does have someone that comes from another clinic, the other clinics do not have anyone trained. My understanding is that neither hospital has a trained Navigator. This will also be made available to the Community Court events.

TOTAL COST/AMOUNT (include sales & use tax): __________________________

TOTAL TAX: __________________________

TOTAL SHIPPING/HANDLING: __________________________

EXPENDITURE FUND #: 118_____XXX,XXX,XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH: __________________________

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS: __________________________

Revised 8/2015

Exhibit A to Resolution No. 2010-013
Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:
   - U.S. and Canada: +1 888 258 5388, +1 206 452 7455
   - London: +44 330 822 0429
   - Singapore: +65 3158 6882
   - Australia: +61 280 155 634

From: Mary Goelz
Envelope Subject: Please DocuSign: PCH/NSD 2018-19_Subcontractor_Cooperative Agreement.docx
Attachments to Fax:
Envelope ID: 724cae4c-4dc6-4ef6-a77d-d9bf054d2420
Sender Account Name: CHOICE Regional Health Network
Number of Pages:
   (Including cover page) 

DocuSign Customer Support: https://support.docusign.com

Note:
Fax transmissions take approximately one minute per page faxed.
This page may only be used once. If you would like to fax again, you must print a new cover page.
The following is a Cooperative Agreement between Pacific County Health and Human Services Department, and CHOICE Regional Health Network (CHOICE) to provide Navigator Services for the purpose of enrolling individuals in Thurston County into the Washington Health Benefit Exchange with a heavy emphasis on enrollments into Qualified Health Plan (QHP) during open enrollment periods, and Washington Apple Health (WAH). The Washington Health Benefit Exchange has identified 163 uninsured individuals eligible for WAH, and 274 uninsured individuals eligible for QHP in Pacific County.

**Statement of Purpose**
CHOICE is a Washington nonprofit organization which administers a contract with the Washington Health Benefits Exchange (WAHBE) for the purpose of providing Navigator Services as described in the Affordable Care Act (ACA); CHOICE desires to establish a broad based network of cooperating organizations which similarly desire to enroll as many persons as possible into Washington Apple Health and Qualified Health Plans; CHOICE can provide certain enrollment related services of benefit to cooperating organizations as a result of its experience and relationship with the WAHBE;

Pacific County Health and Human Services Department also desires to enroll as many persons as possible into insurance coverage; Pacific County Health and Human Services Department sees benefit in participating in a regional network of organizations whose purpose is to maximize enrollment under the ACA; Pacific County Health and Human Services Department desires to access, at no cost, certain services which CHOICE will provide and as are listed in the agreement including but not limited to: training in enrollment procedures, information about enrollment and outreach best practices, data and reporting to understand and reshape how enrollment activity is proceeding, provide enrollment resources and enhanced user access to assist with the enrollment process;

IT IS THEREFORE AGREED between the parties to enter into the following Cooperative Agreement for Services.

CHOICE will provide:

- Navigator Network formation and coordination
- Management of communication between Navigator organizations and Washington Health Benefit Exchange
- Monthly conference calls with Navigator organizations partners to address overall process and implementation issues related to implementation of the Health Benefit Exchange and Affordable Care Act
- All required process and systems training for Navigator Network staff
- Access to Certification Exam for Navigator organization staff
- Assistance with outreach and marketing, which may include: templates for marketing and outreach materials, assistance with outreach events, Co-coordination of outreach events, media outreach, etc
- Implementation schedules for training and reporting
- Formats for required data collection and reports
- Monitoring and reporting of enrollment data for region and individual Navigator Organizations
- Ongoing communication and support for all Navigator organizations
Active participation in identifying which populations remain uninsured and strategies for reaching them
Access to enhanced user to provide assistance with general application questions and functions.

**Pacific County Health and Human Services Department will provide:**
The personnel and all resources necessary for the performance of the implementation deliverables listed below.

- Assure that Navigator organization staff attends required training
- Assign contact person at the organization for matters concerning the Navigator program
- Assure that Navigator organization staff complete 4 N 1 Attestation
- Verify that the Navigator meets established credentials and qualifications, including:
  - Completion of required training and Navigator Certification, Completed background check and Confidentiality statement
  - Verification of language proficiencies other than English (if any)
  - Acknowledgement of a Conflict of Interest Statement
- Compliance with HIPAA security standards, practices, laws and procedures related to the information processed in the Washington Healthplanfinder
- Submission of monthly outreach reports provided by CHOICE
- Assistance with reasonable requests for additional data as needed.

**Compensation:** CHOICE Regional Health Network will pay a one-time base payment of $750 to each partnering provider and $20.00 per completed QHP enrollment up to 100 enrollments to Pacific County Health and Human Services Department. The maximum compensation for performance under this MOU is $2,750.00.

<table>
<thead>
<tr>
<th>Implementation Deliverables</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHOICE submits executed cooperative agreements to HBE</td>
<td>October 1st 2018</td>
</tr>
<tr>
<td><strong>Pacific County Health and Human Services Department</strong> staff complete Navigator training (training provided by CHOICE and HBE)</td>
<td>October 1st 2018</td>
</tr>
<tr>
<td>Designated staff pass Certification exam (Certification issued by WAHBE)</td>
<td>October 1st 2018</td>
</tr>
<tr>
<td>Monthly outreach report submitted to CHOICE</td>
<td>5th day of each month</td>
</tr>
<tr>
<td>Coordinate outreach activities with local partners and CHOICE</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Enroll individuals into Qualified Health Plans (QHP)</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Participate in Regional conference call meetings organized by CHOICE</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Participate in additional navigator training</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

**Agreement Duration**
The time frame for implementation of the agreement for Navigator Services is from October 1st 2018, and ends upon receipt of written 30-day notice.
CHOICE
Regional Health Network

APPROVED BY:
Pacific County Health and Human Services Department

By: ___________________________ Date: ___________________________

Name: Mary Goelz
Title: ___________________________

CHOICE Regional Health Network

By: ___________________________ Date: 9/19/2018 4:24:41 PM PDT

John Masterson, Interim Executive Director
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

12
Agenda Item #: ____________________________
Initial: ____________________________ Date: ____________________________

☐ APPROVED
☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN
☐ DEFERRED TO: ____________________________

☐ CONTINUED TO DATE: ____________________________ TIME: ____________________________

☐ OTHER:

DISTRIBUTION LIST:

☐ RF
☐ CF
☐ SEA
☐ Assessor
☐ Auditor
☐ Clerk
☐ Civil Service
☐ DCC
☐ DPW
☐ EMA
☐ Fair
☐ Health
☐ Juvenile
☐ NDC
☐ PACCOM
☐ Prosecutor
☐ SDC
☐ Sheriff
☐ Superior Court
☐ Treasurer
☐ Veg Mgmt
☐ WSU Ext.
☐ 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

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goeltz, Director

PHONE / EXT: 2644

SIGNATURE: ____________________________

DATE: 9/26/18

NARRATIVE OF REQUEST

Request the Board review, approve and sign the Contract for Local Health Jurisdiction with the Health Care Authority, HCA Contract Number K3075. This contract relates to the Medicaid Administrative Match program (MAC) and is a routine update of our previous contract. The purpose of the MAC program is to support Medicaid related outreach and linking of clients to services. The HCA manages the MAC program.

It brings approximately $48,000.00 per year to the health department. The funds are included in the approved 2018 budget and in the proposed 2019 budget.

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

Approve Contract No. K3075 with WA State Health Care Authority related to Medicaid Administrative Match Program and authorize Chair to sign

Revised 8/2015
Exhibit A - Contract/Agreement/Grant Review Policy
Name of Contractor: Washington State Health Care Authority

Name of Contract/Agreement/Grant/Amendment #: If amendment, provide copy of those pages that are being amended:
Contract for Local Health Jurisdiction

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)
Indicate type ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply):
☐ For-Profit ☐ Private Organization/Individual
☐ Non-Profit ☐ Public Organization/Jurisdiction
☐ State ☐ Sub-Recipient
☐ Federal ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

Public Works Project (RCW 39.04):
☐ Limited PW Process (<$35,000) ☐ Limited PW Process (<$40,000)
☐ Small PW Process (<$300,000) ☐ PW Project (>=$300,000)

Equipment, Materials, & Supplies (RCW 36.32):
☐ < $5,000 (attach 9 bid) ☐ $5,000-$25,000 (use small works matrix) ☐ >$25,000 (competitive bids)

Services / Leases:
☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):
☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)
☐ Single ( Sole ) Source Purchase* ☐ Special Facilities/Market Conditions
*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY'S CONTRACT (*Piggybacking*)

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space ☐ Post, Advertise, & Fill Position
☐ Other (please describe):

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (Include sales & use tax):

TOTAL TAX: EXPENDITURE FUND #: 118 __________ XXX.XXX.XXX.XX
EXPENDITURE BUDGETED? ☑ Yes ☐ No SUPPLEMENTAL REQUIRED? ☐ Yes ☑ No
IN-KIND MATCH REQUIRED? ☐ Yes ☑ No DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? ☐ Yes ☑ No AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
## Contract for Local Health Jurisdiction

**HCA Contract Number:** K3075

**THIS AGREEMENT** made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Health &amp; Human Services</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>CONTRACTOR ADDRESS</th>
<th>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 26</td>
<td></td>
</tr>
<tr>
<td>South Bend, WA 98586</td>
<td></td>
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<table>
<thead>
<tr>
<th>CONTRACTOR CONTACT</th>
<th>CONTRACTOR TELEPHONE</th>
<th>CONTRACTOR E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Goetz</td>
<td>(360) 875 9343</td>
<td><a href="mailto:mgoelz@co.pacific.wa.us">mgoelz@co.pacific.wa.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA PROGRAM</th>
<th>HCA DIVISION/SECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicaid Administrative Claiming (MAC)</td>
<td>HCS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA CONTACT NAME AND TITLE</th>
<th>HCA CONTACT ADDRESS</th>
<th>HCA CONTACT TELEPHONE</th>
<th>HCA CONTACT E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Brogger</td>
<td>PO Box 45506</td>
<td>(360) 725-1647</td>
<td><a href="mailto:jon.brogger@hca.wa.gov">jon.brogger@hca.wa.gov</a></td>
</tr>
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<table>
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<tr>
<th>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</th>
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<tr>
<td>YES [ ] NO [x]</td>
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<table>
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<tr>
<th>CFDA NUMBER(S)</th>
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<td>93.778</td>
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<table>
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<tr>
<th>FFATA Form Required</th>
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<tbody>
<tr>
<td>YES [ ] NO [x]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT START DATE</th>
<th>CONTRACT END DATE</th>
<th>TOTAL MAXIMUM CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2019</td>
<td>December 31, 2020</td>
<td>No max</td>
</tr>
</tbody>
</table>

### Purpose of Contract:
The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction.

### Attachments/Exhibits:
When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract Amendment by reference:
- Exhibit(s) (specify):  
  - Attachment(s) (specify): Attachment 1 – Federal Compliance, Certification and Assurances
  - Attachment 2 – MAC Coordinator Manual (Incorporated by reference)
- Schedule(s) (specify): Schedule A – Statement of Work
- No Exhibits/Attachments

The terms and conditions of this Contract are an 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 warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
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Schedules
Schedule A: Statement of Work (SOW)

Attachments
Attachment 1 – Federal Compliance, Certification and Assurances
Attachment 2 – MAC Coordinator Manual (Incorporated by reference)
1 OVERVIEW

1.1 PURPOSE

The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

1.2 STATEMENT OF WORK (SOW)

The Contractor shall provide the goods and/or services and staff as described in Schedule A, Statement of Work.

2 SPECIAL TERMS AND CONDITIONS

2.1 TERM

Subject to its other provisions, the Term under this Contract shall be from January 1, 2019 through December 31, 2020 unless terminated sooner as provided herein.

HCA, at its sole discretion, may extend this Contract for three (3) additional one-year periods unless terminated sooner as provided herein.

Work performed without a contract or amendment, signed by authorized representative of both parties, shall be at the sole risk of the Contractor. HCA shall not pay any costs incurred before a contract or any subsequent amendment is fully executed.

2.2 COMPENSATION AND PAYMENT

Compensation payable to the Contractor for satisfactory performance of the work under this Agreement will be made on a cost reimbursement bases and shall be based on the following:

2.2.1 There is no maximum consideration payable to the Contractor under the Agreement;

2.2.2 The Federal Financial Participation Rate shall be:

2.2.2.1 50%, except;

2.2.2.2 75% for appropriately documented Skilled Professional Medical Personnel and appropriately documented Interpreter staff. See Schedule A, Section 9, d and g, and Section 10.

2.2.3 Federal funds disbursed through this Contract were received by HCA through OMB Catalogue of Federal Domestic Assistance (CFDA) Number: 93.778. Contractor agrees to comply with applicable rules and regulations associated with these federal funds.
funds and has signed Attachment 1, Federal Compliance, Certification and Assurances, attached.

2.2.4 HCA will not issue reimbursement for any quarters where HCA receives credible evidence or suspected evidence of a system failure that has the potential to impact the integrity of the reimbursement request. This includes but is not limited to failures related to the time study, MER calculation, claim calculation, or reconciliation.

2.2.4.1 HCA will pursue corrective action as needed, and will restore payment after any issues related to the reimbursement request are resolved, and the requested amount is accurate.

2.3 BILLING AND INVOICE

Contractor shall submit correct invoices to the HCA Contract Manager for all amounts to be paid by the HCA hereunder.

All invoices submitted must meet with the approval of the Contract Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld.

Contractor shall only submit invoices for Services or Deliverables as permitted by this section of the Contract. The Contractor shall not bill the HCA for services performed under this Contract, and the HCA shall not pay the Contractor if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for such services/deliverables.

Contractor shall submit properly itemized invoices to include the following information, as applicable:

2.3.1 HCA Contract number K3075;
2.3.2 Contractor name, address, phone number;
2.3.3 Description of Services;
2.3.4 Date(s) of delivery;
2.3.5 Net invoice price for each item;
2.3.6 Applicable taxes;
2.3.7 Total invoice price; and
2.3.8 Payment terms and any available prompt payment discount.

HCA will return incorrect or incomplete invoices, to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

Invoices shall describe and document to the HCA's satisfaction, a description of the work performed; the progress of the project; and fees. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by the HCA within thirty (30) days of receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. (Note: Failure to submit a properly completed IRS form W-9 may result in delayed payments.)

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the
Contractor to HCA within sixty (60) days after the Contract expiration date. Related claims shall be paid at the discretion of the HCA and are contingent upon the availability of funds.

The HCA may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. HCA will not make advance payments or payments in anticipation of services or supplies to be provided under this Contract.

Electronic Payment: The State of Washington prefers to utilize electronic payment in its transactions. Contractor will be expected to register as a statewide vendor. This allows Contractors to receive payments from all participating state agencies by direct deposit, which is the State's preferred method of payment. Forms necessary for registration can be obtained at www.ofm.wa.gov.

2.4 CONTRACT MANAGER CONTACT INFORMATION

The individuals listed below, or their successors shall be the main points of contact for services provided under this Contract. HCA’s Contract Manager or his/her successor is responsible for monitoring the Contractor’s performance and shall be the contact person for all communications regarding contract performance, deliverables, and invoices. The Contract Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing (e-mail) and maintained in the project file, but will not require a formal contract amendment.

The Contract Manager for HCA is:

Name: Jon Brogger  
Title: Program Manager  
Address: PO Box 45506  
Olympia, WA 98501  
Email: jon.brogger@hca.wa.gov  
Phone: 360-725-1647

The Contract Manager for Contractor is:

Name: Mary Goelz  
Title:  
Address: PO Box 26  
South Bend, WA 98586  
Email: mgoelz@co.pacific.wa.us  
Phone: (360) 875 9343

2.5 NOTICES

Whenever one party is required to give notice to the other under this Contract, it shall be deemed given if mailed by United States Postal Services, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

2.5.1 In the case of notice to the Contractor, notice will be sent to:
Attention: Mary Goelz  
Pacific County Health & Human Services  
PO Box 26  
South Bend, WA 98586

2.5.2 In the case of notice to HCA, send notice to:

    Attention: Contract Administrator  
    Health Care Authority  
    Division of Legal Services  
    Contract Services  
    Post Office Box 42702  
    Olympia, WA 98504-2702

2.5.3 Notices shall be effective on the date delivered, as evidenced by the return receipt or the date returned to the sender for non-delivery other than for insufficient postage.

2.5.4 Either party may change its address for notification purposes at any time by mailing a notice in accord with this Section, stating the change and setting for the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later date is specified.

2.6 ORDER OF PRECEDENCE

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

- Applicable Federal and State of Washington statutes and regulations;
- Special Terms and Conditions;
- General Terms and Conditions;
- Schedule A – Statement of Work;
- Attachment 1 – Federal Compliance, Certification and Assurances;
- Attachment 2 – MAC Coordinator Manual; and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.
3 GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

"Allowable Expense" means an expenditure which meets the test of the appropriate OMB Circular (see Section I. Federal Compliance of Attachment 1). The most significant factors affecting allowability of expenses are: 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not published under state or local laws and regulations, and 4) they must be documented.

"Authorized representative" means the person in HCA to whom signature authority has been delegated, in writing, acting within the limits of his/her authority.

"Business Associate" is as defined in 45 CFR, Part 160.103 and includes any entity that performs or assists in performing a function or activity involving the use/disclosure of Individually Identifiable Health Information or involving any other function or activity regulated by HIPAA, or provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial service where the services involve Individually Identifiable Health Information.

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

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" means this Contract document, all schedules, exhibits, attachments, and amendments.

"Contractor" means that firm, provider, organization, individual or other entity performing services under this Contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this Contract.

"Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"Equipment" means an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of $5,000 or more.
“Health Care Authority” (HCA) means the Washington State Health Care Authority, any
division, section, office, unit or other entity of HCA, or any of the officers or other officials
lawfully representing HCA.

“Protected Health Information” has the same meaning as in the HIPAA Rules except that in
this Contract the term includes only information created by any of its contractors, or received
from or on behalf of HCA, and relating to Clients. “PHI” means Protected Health Information.

“Statement of Work” or "SOW” means a detailed description that captures and defines the
work activities, deliverables, and timeline the Contractor is required to perform under this
Contract. SOW is usually incorporated in a contract, indirectly by reference or directly as an
attachment.

“Subrecipient” means a contractor operating a federal or state assistance program receiving
federal funds and having the authority to determine both the services rendered and
disposition of program. See OMB Circular A-133 for additional detail.

“Successor” means any entity or individual which, through amalgamation, consolidation, or
other legal succession becomes invested with rights and assumes burdens of the first
contractor/vendor or any person who succeeds to the office, rights, responsibilities or place
of another.

3.2 ACCESS TO DATA

In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data
generated under this Contract to HCA, the Joint Legislative Audit and Review Committee,
and the State Auditor at no additional cost. This includes access to all information that
supports the findings, conclusions, and recommendations of the Contractor’s reports,
including computer models and methodology for those models.

3.3 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for services furnished by the Contractor pursuant to this
Contract.

3.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also
referred to as the “ADA” 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights
protection to individuals with disabilities in the areas of employment, public accommodations,
state and local government services, and telecommunications.

3.5 ASSIGNMENT

With the prior written consent of HCA, which consent shall not be unreasonably withheld,
Contractor may assign this Contract including the proceeds hereof, provided that such
assignment shall not operate to relieve Contractor of any of its duties and obligations
hereunder, nor shall such assignment affect any remedies available to HCA that may arise
from any breach of the sections of this Contract, Statements of Work, or warranties made
herein including but not limited to, rights of setoff.
HCA may assign this Contract or Statements of Work to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve HCA of any of its duties and obligations hereunder.

3.6 ATTORNEYS' FEES

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

3.7 CHANGE IN STATUS

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

3.8 CONFIDENTIAL INFORMATION PROTECTION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Contractors that may come into contact with Protected Health Information will be required to complete a Business Associate agreement, as required by federal or state laws, including HIPAA, prior to the commencement of any work.

Immediately upon expiration or termination of this Contract, Contractor shall, at HCA's option: (i) certify to HCA that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to HCA; or (iii) take whatever other steps HCA requires of Contractor to protect HCA's Confidential Information.

HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

The obligations set forth in this Section shall survive completion, cancellation, expiration, or termination of this Contract.

3.9 CONFIDENTIAL BREACH – REQUIRED NOTIFICATION
Upon a breach or suspected breach of confidentiality, the Contractor shall immediately notify the HCA Privacy Officer. For the purposes of this Contract, "immediately "shall mean within one calendar day.

The Contractor 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 Contractor agrees to indemnify and hold harmless HCA for any damages related to unauthorized use or disclosure of Confidential Information by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the Contract and the demand for return of all Confidential Information.

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

3.10 CONFLICT OF INTEREST

HCA may terminate this Contract, by written notice to the Contractor, if it is found, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

In the event this Contract is so terminated, HCA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

3.11 CONFORMANCE

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

3.12 COVENANT AGAINST CONTINGENT FEES

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

3.13 DEBARMENT

The Contractor, by signing this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. The Contractor shall immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

3.14 DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue, without delay, to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein that cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the HCA Contract Administrator who shall oversee the following Dispute Resolution Process: HCA shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; HCA’s and Contractor’s representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.

A party’s request for a dispute resolution must:

3.14.1 Be in writing,
3.14.2 State the disputed issues,
3.14.3 State the relative positions of the parties,
3.14.4 State the remedies sought,
3.14.5 State the Contractor’s name, address, and his/her department Contract number,
3.14.6 Be mailed to HCA Contracts Office, PO Box 42702, Olympia, WA 98504-2702 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

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

3.15 FORCE MAJEURE

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

3.16 GOVERNING LAW
This Contract shall be governed, in all respects, by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington and the venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

3.17 INDEMNIFICATION

Contractor shall defend, indemnify, and hold HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract. Contractor's obligation to defend, indemnify, and hold HCA harmless shall not be eliminated or reduced by any alleged concurrent HCA negligence.

3.18 INDEPENDENT CAPACITY OF THE 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 HCA. The Contractor will not hold himself/herself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

3.19 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, HCA may deduct the amount of premiums and any penalties owing from the amount payable to the Contractor under the Contract and transmit the same to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by HCA.
3.20 INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this Contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

3.20.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3.20.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance shall be required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is:

$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.20.3 The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name HCA and The State of Washington, its agents and employees as additional insured's under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give HCA 30 days advance notice of any insurance cancellation.

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

3.21 LEGAL AND REGULATORY COMPLIANCE

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

3.22 LICENSING, ACCREDITATION AND REGISTRATION
The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

3.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative or his/her designee by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Authorized Representative.

3.24 NO THIRD-PARTY BENEFICIARIES

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

3.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

3.26 OVERPAYMENT AND ASSERTION OF LIEN

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA shall provide written notice to Contractor and Contractor shall refund the full amount to HCA within thirty (30) days of the notice. HCA may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to HCA.

3.27 PUBLICITY

The Contractor agrees to submit to HCA all advertising and publicity matters relating to this Contract wherein HCA's name is mentioned or, in HCA's judgment, the language used may infer or imply a connection with HCA's name. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of HCA.

3.28 RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records including materials generated under this Contract, shall be subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor shall retain such records for a period of six (6) years after the date of final payment.
If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

3.29 REGISTRATION WITH DEPARTMENT OF REVENUE

The 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.

3.30 REMEDIES NON-EXCLUSIVE

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

3.31 RIGHT OF INSPECTION

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

3.32 RIGHTS IN DATA/COPYRIGHT

Unless otherwise provided, all materials produced exclusively under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by HCA. HCA shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to HCA effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions that derive exclusively from the Contractor's work under this Contract. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor hereby grants to HCA a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to HCA.

The Contractor shall exert all reasonable effort to advise HCA, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. HCA shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under
this Contract. HCA shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

3.33 SAFEGUARDING OF INFORMATION

The use or disclosure by any party, of any information concerning HCA, for any purpose not directly connected with the administration of HCA’s or the Contractor’s responsibilities with respect to services provided under this Contract, is prohibited except by written consent of HCA.

3.34 SEVERABILITY

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

3.35 SITE SECURITY

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

3.36 SUBCONTRACTING

Neither the Contractor, nor any Subcontractors, shall enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to HCA for any breach in the performance of the Contractor’s duties.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons confidential information without the express written consent of HCA or as provided by law.

If, at any time during the progress of the work, the HCA determines in its sole judgment that any subcontractor is incompetent or undesirable, the HCA shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor’s involvement in the work.

The rejection or approval by the HCA of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the HCA.

The HCA has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.
The Contractor may only enter into vendor subcontracts, and is prohibited from entering into subrecipient subcontracts for the MAC program.

3.37 SUBRECIPIENT

3.37.1 General

If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:

3.37.1.1 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;

3.37.1.2 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;

3.37.1.3 Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

3.37.1.4 Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;

3.37.1.5 Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;

3.37.1.6 Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and


3.37.2 Single Audit Act Compliance

If the Contractor is a sub-recipient 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:

3.37.2.1 Submit to the Authority contact person 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;

3.37.2.2 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.”

3.37.3 Overpayments

If it is determined by the Authority, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, the Authority may require the Contractor to reimburse the Authority in accordance with OMB Circular A-87.

3.38 SURVIVABILITY

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

3.39 SYSTEM SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA’s Information Systems Manager. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the HCA Information Services prior to being connected to any HCA network connection and that it must have up to date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to HCA networks and systems is a violation of HCA Policy 06-03 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

3.40 TAXES

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

3.41 TERMINATION

3.41.1 TERMINATION FOR CAUSE

In the event the Contractor violates any material term or condition of this Contract or any Work Order, or fails to fulfill in a timely and proper manner its material obligations
under this Contract or any Work Order, as applicable, then comply with the conditions of this Contract in a timely manner, HCA has the right to suspend or terminate this Contract. HCA shall notify the Contractor, in writing, of the need to take corrective action. If corrective action is not taken within three (3) days, or other time period agreed to in writing, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by HCA to terminate the Contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. If it is determined that the Contractor: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence, the termination shall be deemed a "Termination for Convenience" and the provisions of Subsection 3.43.3 will apply.

3.41.2 TERMINATION DUE TO CHANGE IN FUNDING, SUSPENSION OR CONTRACT RENOGTIATION

If the funds HCA relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Contract but prior to the normal completion of this Contract:

3.41.2.1 At HCA’s discretion, the Contract may be renegotiated under the revised funding conditions.

3.41.2.2 At HCA’s discretion, HCA may give notice to Contractor to suspend performance when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor’s performance to be resumed prior to the normal completion date of this contract.

3.41.2.2.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

3.41.2.2.2 When HCA determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

3.41.2.2.3 If the Contractor’s proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the
Contract will be terminated retroactive to the date of the notice of suspension. HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

3.41.2.3 HCA 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. HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to HCA in the event the termination option in this section is exercised.

3.41.3 TERMINATION FOR CONVENIENCE

When, at HCA’s sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) Business Day’s notice. If this Contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

The Contractor, at their discretion, may terminate this Contract in whole or in part by providing fifteen (15) Business Day’s written notice to HCA before the beginning of the next calendar quarter.

3.41.4 TERMINATION PROCEDURES

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

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

Upon receipt of notice of termination, and except as otherwise directed by the HCA, the Contractor shall:

3.41.4.1 Stop work under the Contract on the date, and to the extent specified in the notice;

3.41.4.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work
under the Contract that is not terminated;

3.41.4.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

3.41.4.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA the extent HCA may require, which approval or ratification shall be final for all the purposes of this clause;

3.41.4.5 Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by HCA any property which, if the Contract has been completed, would have been required to be furnished to HCA;

3.41.4.6 Complete performance of such part of the work as shall not have been terminated by HCA; and

3.41.4.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which HCA has or may acquire an interest.

3.41.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may terminate this Contract in whole or in part, under Section 3.43.3 of this Contract. No penalty will accrue to HCA in the event this section is exercised. This Section shall not be construed so as to permit HCA to terminate this Contract in order to acquire similar Services from a third party.

3.42 WAIVER

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by HCA and attached to the original Contract.
SCHEDULE A  
STATEMENT OF WORK

1. **DEFINITIONS**

Definitions specific to this Agreement. The words and phrases listed below, as used in this Agreement, shall each have the following definitions:

**a)** “A19-1A” or “A19” means the State of Washington Invoice Voucher used by contractors and vendors to submit claims for payment in return for goods and/or services provided to HCA or its Clients.

**b)** “Activity Code” or “Code” means the code assigned to the daily activities performed by Contractor staff in order to identify the percentage of time spent on any given activity.

**c)** “Administrative Fee” means the dollar amount charged to the Contractor by HCA based on a percentage of each Contractor’s billing for Federal Financial Participation claimed at the federally approved match rate, to offset HCA’s costs incurred in administering this Agreement.

**d)** “Allocated” or “Allocated Cost” means an Operating Expense that is Allocated across more than one cost pool.

**e)** “Budgeting, Accounting and Reporting System” or “BARS” or “BARS manual” The BARS Manual prescribes accounting and reporting for local governments in accordance with RCW 43.09.200 and found at this website http://www.sao.wa.gov/local/BarsManual/Pages/BarsManual_GAAP.aspx#.VY3K_03bLcs.

**f)** “Billing Quarter” means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for Federal Financial Participation are made.

**g)** “Centers for Medicare and Medicaid Services” or “CMS” means the federal office under the United States Department of Health and Human Services responsible for the administration of the Medicare, Medicaid and Children’s Health Insurance Program.

**h)** “Centers for Medicare and Medicaid Services School-Based Administrative Claiming Guide” or “CMS Guide” or “Guide” means the document issued by CMS in 2003 and any supplements, amendments or successor; incorporated herein by reference which provides guidance to States for developing and managing Medicaid Administrative Claiming programs.

**i)** “Certified Public Expenditure” or “CPE” means the sources of funds certified as actual expenditures by a local or public governmental entity and used as the State share in order to receive federal matching Medicaid funds, or Federal Financial Participation (FFP).

**j)** “CPE Local Match Certification” means HCA’s form the Contractor must submit with each quarterly invoice to report the source of funds certified as public expenditures and therefore eligible to be used as match for the MAC program.
k) **“Client”** means an individual served within budget unit or cost center of the Contractor.

l) **“Cognizant Agency”** means the single agency representing all others in dealing with grantees in common areas and who reviews and approves grantees’ indirect cost rates. OMB published a list of Cognizant Agency assignments for some State agencies, cities and counties on January 6, 1986 (51 FR 552). The Cognizant Agency for governmental units not on that list is the one that provides the most grant funds to the entity.

m) **“Coordinator Manual” or “Manual”** means the HCA document or its successor including any updates, that describes how the Contractor must manage their MAC program and provides program guidance.

n) **“Corrective Action Plan” or “Corrective Action”** means the written description of the plan the Contractor will complete in order to correct any finding or deficiency as identified by HCA or government entity.

o) **“Cost Allocation Plan” or “CAP”** means the HCA document that describes the allocation methodology that includes a description of the procedures HCA will use to identify and measure costs for a MAC program and must be approved by CMS.

p) **“Data”** means the information that is disclosed or exchanged as described in the CAP, manual or this Agreement.

q) **“Direct Charge Method”** means the method of accounting for Direct Costs without a step-down allocation for single funding sources expenses wholly attributed to the MAC program.

r) **“Direct Cost”** means an Operating Expense that is wholly attributable to the MAC program and is not included in an Indirect Cost Rate. Direct costs must be a single cost objective, and must be certified quarterly.

s) **“Direct Medical Service”** means the provision of a medical, dental, vision, mental health, family planning, pharmacy, substance abuse or a Medicaid covered service and all related activities, administrative or otherwise, that integral to, or an extension of the healthcare service.”

t) **“Eligible Staff” or “Participant” or “RMTS Participant”** means an employee of the Contractor that is in compliance with all federal, state, and HCA regulations including this agreement, the CAP, the manual, CMS guidance and any other requirements for participation in the Medicaid Administrative Claiming program and whose costs are for eligible for claiming their staff time costs for conducting Medicaid Administrative Claiming activities.

u) **“Federal Financial Participation” or “FFP”** means the federal payment (or federal “match”) that is available at a rate of 50% for amounts expended by a state “as found necessary by the Secretary for the proper and efficient administration of the state plan” per 42 Code of Federal Regulations (CFR § 433.15(b)(7). An enhanced FFP rate of seventy five percent (75%) is available for certain SPMP or interpretation administrative costs. Only permissible, non-federal funding sources are allowed to be used as the state match for FFP.
v) “Fiscal Coordinator” means the Contractor’s employee who is assigned to be the liaison between HCA and the Contractor for the accounting purposes of this Agreement. The contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

w) “Indirect Cost” means an Operating Expense that is Allocated across more than one program. Indirect costs are only allowable for FFP reimbursement by the application of an Indirect Cost Rate approved by the Contractor’s Cognizant Agency. The indirect cost must be certified by the Contractor annually using the HCA Certificate of Indirect Costs form.

x) “Integral Activity” or “Extension Activity” means an activity that is necessary for or incidental to the provision of a direct medical service.

y) “MAC Activity” or “Allowable Activity” or “Reimbursable Activity” or “Claimable Activity” means an activity that is administrative in nature, and necessary for the proper and efficient administration for the Medicaid state plan which must be in compliance as described in applicable federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement.

z) “Manual” or “Coordinator Manual” means the document that describes how the Contractor must implement the CAP locally and includes detailed instructions for implementing and monitoring the MAC program at the local level. The Manual is incorporated into this Agreement by reference.

aa) “Medicaid Administrative Claiming” or “MAC” means the program within title XIX of the Social Security Act (the Act) authorizing federal grants to states for a proportion of expenditures for medical assistance under the approved Medicaid state plan, and for expenditures necessary for administration of the state plan. This joint federal-state financing of expenditures is described in section 1903(a) of the Act, which sets forth the rates of federal financing for different types of expenditures. In order for Medicaid administrative expenditures to be claimed for federal matching funds an allocation methodology must appears in the state’s approved Public Assistance Cost Allocation Plan (42 CFR § 433.34) and be described in detail in a MAC CAP.

bb) “Medicaid Administrative Claiming Program Specialist” means the HCA employee assigned responsibility for oversight and monitoring of the Contractor’s MAC program and claiming and identified as the point of contact on this Agreement.

c) “Medicaid Eligibility Rate” or “MER” means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor’s jurisdiction) as defined in the CAP, manual and this Agreement.

dd) “Medicaid Outreach Unit” means the unit within HCA’s Health Care Services division that administers and monitors Washington State’s MAC program.

e) “National Institutional Reimbursement Team (NIRT)” means the group of individuals comprised from both the CMS central office and regional offices who are responsible for providing technical assistance to the states on Medicaid institutional reimbursement issues and the development and promulgation of all Medicaid institutional reimbursement regulations and policies including review and approval of donated funds certified as public expenditures (CPE).
ff) “Operating Expense” means those costs incurred by the Contractor to perform business activities and includes both Direct Costs and Indirect Costs. Only operating expenses necessary to operate the Contractor’s MAC program are allowable for FFP reimbursement.

gg) “Potential Medicaid Client” means a Washington resident who may be determined by HCA to meet the eligibility criteria for enrollment in Medicaid.

hh) “Random Moment Time Study (RMTS)” or “System” or “Time Study” means an electronic System that quantifies the daily activities of eligible time study Participants through a statistically valid sampling methodology and allocates allowable participant costs to the MAC program. The System calculates the amount of FFP reimbursement based on the Contractors RMTS results, staff costs, MER, costs and other applicable calculations as described in the CAP, manual and this Agreement.

ii) “Regulation” means any federal, state, or local Regulation, rule, or ordinance.

jj) “RMTS Consortium” “RMTS Consortia” or “Consortium” or “Consortia” means a group of Contractors who have organized together based on similar duties their staff perform, organizational structure, type of programs, scope of work, or regional working relationships and will participate in a single time study together in order to achieve statistical validity.

kk) “RMTS Coordinator” means an employee of the Contractor who is assigned to be the time study liaison between HCA and the Contractor for purposes of this Agreement. The contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

ll) “Skilled Professional Medical Personnel” or “SPMP” means an individual who has completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.

mm) “State Fiscal Year” means a twelve-month period beginning on July 1st of one calendar year and ending on June 30th of the following calendar year.

nn) “State Medicaid Plan” means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by the Centers for Medicare and Medicaid Services, to administer or supervise administration of a Medicaid program in accordance with Federal and state requirements.

oo) “Subcontract” means any separate agreement or contract between the Contractor and an individual third party 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.
2. GENERAL

The Contractor shall provide services and deliverables, and otherwise do all things necessary for or incidental to the performance of work as set forth below. The Contractor must:

a) Provide the necessary staff to perform the allowable MAC activities described in the Cost Allocation Plan (CAP), and perform the work necessary to ensure all applicable laws, regulations and guidelines specific to the MAC program and this Agreement are in compliance including, but not limited to:

ii) 1903(w)(6)(A) of the Social Security Act.
iii) Medicaid School-Based Administrative Claiming Guide May 2003.
iv) Revised Code of Washington (RCW).

vii) OMB 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments.

viii) OMB Circular A-133 and Compliance Supplement.


x) Secretary of State (SOS) records retention schedule.

b) Maintain documentation to support each administrative claim submitted to HCA for reimbursement as required by federal, state, HCA and CMS Regulations, the CAP, the Manual and this Agreement. The documentation must be sufficiently detailed in order to determine whether the activities are necessary for the proper and efficient administration of the Medicaid State Plan and support the appropriateness of the administrative claim. The Contractor must:

i) Maintain all documentation related to staff participation in the RMTS according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in the Medicaid School-Based Administrative Claiming Guide May 2003;

ii) Maintain all documentation related to MAC claiming, according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in Medicaid School-Based Administrative Claiming Guide May 2003;

iii) Comply with the SOS records retention schedule;

iv) Assure all documentation is immediately accessible and available, must be in a useful and readable format, and must be stored electronically within the System at every opportunity as determined by HCA;

v) Provide any and all information and documentation requested by HCA within thirty (30) business days, or within a written, mutually agreed upon time frame; and
vi) Submit any audit related to its MAC program to HCA within thirty (30) business days of receipt of the final report. This includes but is not limited to SAO Audits, OMB Circular A-133 and Compliance Supplement Audits, Federal Reviews or Federal Audits. The contractor must provide to HCA, any corrective action related to MAC findings and questioned costs within thirty (30) business days of submission.

c) Abide by all roles, responsibilities, limitations, restrictions, and documentation requirements including but not limited to those described in the CAP, Manual, and this Agreement.

3. RESPONSIBILITIES

a) Contractor:

The Contractor is responsible for monitoring its MAC program to ensure compliance with all applicable laws, regulations and guidelines specific to the MAC program as described in this Agreement and comply with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, and this Agreement that includes, but is not limited to, the following. The Contractor must:

i) Only include LHJ staff in the claimed reimbursement (through the RMTS or direct charge method) who are eligible to participate. The Contractor is prohibited from including any staff in the RMTS or the claimed reimbursement unless their job positions comply with the criteria described in the CAP, the Manual and this Agreement. Staff who may be eligible to be included in the RMTS or claimed reimbursement must:

   (1) Not be included in another MAC time study or reimbursement claim;

   (2) Be directly employed or contracted by the LHJ;

   (3) Be reasonably expected to perform MAC related activities;

   (4) Have all federal dollars appropriately off-set according to the CAP and Manual;

   (5) Not be included in the calculation of an indirect cost rate that is used to calculate FFP reimbursement;

   (6) Not include any Federally Qualified Health Clinic (FQHC) staff whose costs are included in the FQHC cost report;

   (7) Be job positions that fit within these job categories: nurses, other medical professionals, other professional classifications, community outreach and linkage classifications, manager/supervisor/administrator classifications, or administrative support classifications as described in the CAP and manual; and

ii) Designate staff for each of the following roles: RMTS Coordinator and Fiscal Coordinator to be responsible for daily oversight and management of the Contractor's MAC program;

   (1) The RMTS and Fiscal Coordinator roles may be assumed by one individual if desired.
(2) The Contractor must submit contact information to the HCA Contract Manager for each coordinator, including their assigned role, name, telephone number, fax number, email, and address prior to participation in the MAC program, within five (5) business days of the change.

(3) The Coordinators must participate in the monthly statewide coordinator conference calls.

(4) The Coordinators must participate in any scheduled RMTS consortium conference calls.

(5) The Coordinators must ensure federal, state and HCA MAC policies are implemented.

(6) The Contractor must ensure the Coordinators accurately perform all responsibilities listed in the CAP, Manual and this Agreement.

iii) Certify all data entered into the System is true and accurate, and based on actual expenditures incurred during the period of performance of the invoice. This certification must be maintained within the System. This includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER and any other data used to generate a claim to HCA for reimbursement;

iv) Verify all data that is determined necessary to be stored electronically within the System or other associated websites, or databases as described in the CAP, Manual and this Agreement is physically entered and stored according to the SOS Retention Schedule. This data includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER and any other data used to generate a claim to HCA for reimbursement;

v) Prepare an annual MER proposal to include the MER calculation and formula, the data sources used to determine the MER, the data collection process, the Contractor’s monitoring process to ensure accuracy of the MER and any other relevant information;

(1) The proposal must be submitted to HCA no later than December first of each year;
(2) The proposal must be updated and re-submitted if the data source or collection, calculations, or monitoring changes thirty (30) business days prior to the change.

vi) Submit a quarterly MER certification with each invoice validating the accuracy of the MER;

vii) Submit a quarterly CPE certification identifying the revenue account codes as found in the BARS manual with each invoice validating the accuracy of the CPE;

viii) Submit an annual certificate of indirect costs that certifies the indirect cost rate proposal submitted to their Cognizant Agency;

ix) Certify the accuracy of all data used to determine a quarterly MAC reimbursement by signing the A19 by an authorized representative. This certification extends to all RMTS data and financial data;
x) Complete a one hundred percent (100%) code review of all RMTS moments to ensure the code and narrative correlate, within forty five (45) calendar days after the end of the quarter;

xi) Monitor the RMTS non response rate and identify any deficiencies in staff responses. Corrective action must:

(1) Be implemented within ten (10) business days; and

(2) Be documented and available to HCA upon request.

xii) Use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP;

xiii) Not participate in a time study or claiming process for the HCA MAC program with any entity that does not have an executed agreement with HCA.

xiv) Not participate in an RMTS consortium without prior written approval from HCA;

(1) If identified as a Lead Agency for the RMTS Consortium, the Contractor must perform
the Lead Agency duties described in the CAP and Manual and participate in the
current statewide LHJ Steering Committee.

xv) Ensure all interpreter staff have been tested and certified by Washington State
Department of Social and Health Services (DSHS) as defined by DSHS;

(1) The contractor is prohibited from claiming the enhanced seventy five percent (75%)
rate for any interpretation activities unless the staff has been certified by DSHS;

(2) The contractor is prohibited from claiming the enhanced seventy five percent (75%)
rate for any interpretation activities unless MAC activities performed is part of the
staff’s assigned job duties; and

(3) The contractor is prohibited from claiming the enhanced seventy five percent (75%)
rate unless an allowable MAC activity was performed on behalf of children under
twenty one (21).

xvi) Ensure all Coordinators and Participants have completed and have certified their
understanding of the training prior to participating in the MAC program, and annually
thereafter. The contractor is prohibited from allowing any staff to participate in the
program unless they have completed and have certified their understanding of the
training. The Contractor must:

(1) Ensure all Coordinators receive HCA approved training prior to participation;

(2) Ensure all Participants certify completion of the online training before performing any
duties within the System or participating in the RMTS;

(3) Ensure all Participants fully understand each activity code and how to answer
moments according to what activity they are doing exactly at the sampled moment;
(4) Train all Participants to maintain proper documentation for MAC related activities;

(5) Only use training materials that have been approved in writing by HCA; and

(6) Track the completion and certification of training within the System, and must be available upon request by HCA.

xvii) Comply with all HCA revisions and RMTS/claiming requirements as described in the Manual;

xviii) Only use the activity codes (or their successor) in the Manual as approved by HCA, for participation in MAC and are responsible for ensuring all Participating Staff understand each code.

b) Health Care Authority

**HCA is responsible** for performing oversight of the Contractor’s MAC program to ensure the effective administration of the MAC program and complying with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, and this Agreement includes, but is not limited to, the following. HCA must:

i) Maintain oversight of the Contractor’s MAC program and monitoring activities including review of all components of the time study, claiming, training, or anything MAC related. The contractor is required to monitor its own MAC program to ensure compliance with all applicable Regulations and facilitating HCA’s oversight of the program;

ii) Direct the MAC activities reimbursable at the enhanced seventy five percent (75%) rate for all Skilled Professional Medical Personnel (SPMP) participating in the Contractor’s MAC program. The contractor is prohibited from claiming the enhanced rate for any SPMP activities without express, written approval from HCA, see section 10 below;

iii) Review the Contractor’s monitoring activities to ensure monitoring is occurring and any identified issues are addressed as deemed appropriate by HCA. This includes, but is not limited to, review of time study responses, accuracy of coding, appropriateness of code changes, sufficiency of backup documentation, non-response rates;

iv) Verify the Contractor has entered all necessary data into the System and verify all data entered was certified by the Contractor as accurate;

v) Review all claimed costs prior to issuing reimbursement to ensure they are allowable, reasonable, and are supported by documentation that is sufficiently detailed to permit HCA, CMS, or others to determine whether the costs are necessary for the proper and efficient administration of the state plan. This includes but is not limited to; source documentation of staff costs, operating expenses, and subcontracted vendor costs.

vi) Review the RMTS Consortia organization and membership, including the Lead Agency identified, annually and issuing an official notice of approval or denial. The Contractor is
prohibited from participating in a Consortium without express, written approval of the
Consortia organization and membership;

vii) Review all MAC related training materials prior to their use in the MAC program and
issuing an official notice of approval or denial. This includes multimedia video, audio,
digital or other electronic sources, and paper based training materials. The Contractor is
prohibited from using any training materials without express, written approval from HCA;

viii) Evaluate RMTS and claiming data prior to issuing quarterly reimbursements to ensure
the RMTS results and claimed costs are appropriate according to all applicable laws,
Regulations and guidelines specific to the MAC program. This evaluation will also be
used to identify trends, best practices for the MAC program, quality assurance, training
needs, areas in need of improvement, or other concerns related to the MAC program and
HCA’s oversight responsibilities;

ix) Issue corrective action plans as necessary and determined by HCA’s oversight capacity
that includes but is not limited to, quarterly reviews of RMTS and claiming data, the
contractor’s failure to be in compliance with all applicable laws, Regulations and
guidelines specific to the MAC program and this Agreement, or other quality assurance
needs. The contractor is required to comply with any corrective action plan issued.
Failure to do so will result in sanctions that may include, but is not limited to, reduced
reimbursement and/or termination of this Agreement; and

x) Produce and update the CAP, manual, contracts, training materials, or other MAC
related documentation as needed and make it available to the Contractor.

4. **MINIMUM RESPONSE RATE AND NON-RESPONSES**

Non-responses are moments not completed by Participant within five (5) business days, with the
exception of expired moments where the Participant was on paid or unpaid leave. The return rate
of valid responses for the RMTS must be a minimum of eighty five percent (85%). The following
remedial action is required of the Contractor if the RMTS response rate drops below eighty five
percent (85%).

a) Non-response rates greater than fifteen percent (15%):

i) HCA will send written notification to the Contractor requesting a Corrective Action Plan to
ensure a minimum eighty five percent (85%) compliance rate for the RMTS is achieved
in subsequent quarters.

ii) The Contractor must develop and submit the plan to HCA for approval within thirty (30)
business days of HCA’s notification.

iii) Failure to provide a timely corrective action plan within thirty (30) business days may
result in the Contractor being prohibited from participation in MAC for the following
quarter.

iv) An eighty five percent (85%) compliance rate for the RMTS must be met in the following
quarter.
b) Non-response rates greater than fifteen percent (15%) for two (2) consecutive quarters:

i) HCA will reduce reimbursement by thirty five percent (35%) for the second consecutive quarter.

ii) The Contractor will be notified via Certified Mail of the reduced reimbursement.

iii) Eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.

c) Non-response rates greater than fifteen percent (15%) for three (3) consecutive quarters:

i) HCA will notify the affected Contractor via certified mail of the denied reimbursement for the third consecutive quarter and prohibited participation in MAC.

ii) None of the affected Contractors may claim for any denied or reduced reimbursement from the three consecutive quarters of non-compliance. The Contractor may be prohibited from participating in MAC for the following quarter (4th consecutive quarter), and will be notified as such through the HCA notification.

5. CORRECTIVE ACTION PLANS

HCA will pursue a corrective action plan if a Contractor fails to meet any MAC program requirements described in the CAP, Manual, this Agreement or as determined by HCA. HCA will pursue a corrective action plan if the contractor fails to address or correct any problems timely and sufficiently as determined by HCA. The Contractor must develop and submit a corrective action plan response to HCA for approval within thirty (30) business days of HCA’s notification or as otherwise stated in this agreement or mutually agreed upon in writing. If a Contractor fails to meet the requirements outlined in the corrective action plan, HCA will impose sanctions that may include, but are not limited to; conducting more frequent reviews, delayed or denied payment of MAC claims, recoupment of funds, or termination of this Agreement.

Examples of Contractor actions that may result in corrective action and/or sanctions include, but are not limited to:

a) Repeated and/or uncorrected errors in financial reporting;
b) Failure to maintain adequate documentation;
c) Failure to cooperate with state or federal staff;
d) Failure to provide accurate and timely information to state or federal staff as required;
e) Failure to meet time study minimum response rates;
f) Failure to meet statistical validity requirements; and

g) Failure to comply with the terms and conditions of this agreement.

6. ADMINISTRATIVE FEE

HCA charges MAC contractors an administrative fee to offset HCA’s costs for the administration of the MAC program. The rate is based on the costs associated with the staff effort spent on MAC related work for an entire State Fiscal Year (SFY) and is billed as a line item on the quarterly claim form A-19-1A submitted by the MAC contractor. This cost is divided by the dollar amount of administrative claims submitted by the participating contractors in the MAC program for the same
SFY. The calculated rate is used on the claims for the subsequent SFY. At the end of the period, the rate used will be validated using the actual claimed expenditures for that period and any variances will be settled with the contractor during the second quarter of the new SFY.

7. **TIMELY FILING AND OVERPAYMENT REQUIREMENTS:**

The Contractor must submit invoices for reimbursement to HCA for review and approval within one hundred twenty (120) calendar days following the end of each Billing Quarter. Upon approval, the Contractor must submit a signed A19-1A invoice voucher within thirty (30) calendar days.

a) Invoices submitted after one hundred twenty (120) calendar days following the end of the Billing Quarter may result in corrective action.

b) HCA will not offset negative balances against future A19s. The contractor must immediately remit a check to HCA for any funds requiring repayment.

c) HCA is not a recovery agent and any overpayments that are at or beyond the one hundred eighty (180) calendar day mark will be turned over to the Office of Financial Recovery (OFR).

d) HCA will not seek reimbursement for any invoice received after the 23rd month of the two-year federal filing deadline.

8. **CALCULATING THE FFP AND GENERATING AN INVOICE**

a) The Contractor is responsible for ensuring all data (including all RMSTS and financial data) used to calculate the amount of FFP submitted to HCA for reimbursement is accurate, based on actual expenses incurred during the period of performance, and complies with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement. The Contractor must certify the accuracy of all data used to calculate the amount of FFP by an authorized representative signing the A-19. The Contractor must use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP to calculate the amount of FFP and generate a claim.

i) The Contractor must submit invoices to HCA for FFP on a quarterly basis;

ii) All data used to calculate the FFP must be from the same period of service;

iii) All data used to calculate the FFP must be the actual cost/expenditure and not approximated;

iv) The FFP is determined by calculating the total adjusted costs, multiplying these costs by the adjusted RMSTS results, and the applicable Medicaid Eligibility Rate (MER), adding any direct charges, and then applying the appropriate FFP rate;

v) The invoice must be generated within one hundred twenty (120) calendar days of the end of the quarter; and

vi) The invoice is generated based on following five components:
(1) Cost pool construction;

(2) Calculating allowable Medicaid administrative time via the System or direct charge method and documentation;

(3) Calculation and application of the pertinent MER;

(4) Calculation and application of the indirect cost rate; and

(5) Application of the appropriate FFP rate.

b) Cost pool construction

i) The Contractor must comply with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement when constructing cost pools.

ii) The Contractor is prohibited from including any unallowable costs in any cost pool.

iii) The Contractor must include all costs used to calculate the FFP reimbursement to one of these six cost pools:

   (1) Cost Pool 1: MAC SPMP;
   (2) Cost Pool 2: MAC Non-SPMP;
   (3) Cost Pool 3a and 3b: Non-MAC;
   (4) Cost Pool 4: MAC Direct Charge – enhanced;
   (5) Cost Pool 5: MAC Direct Charge – non-enhanced; and

iv) Costs included in the calculation of an indirect cost rate are prohibited from being assigned to any of the six cost pools except by application of the indirect cost rate.

v) All costs assigned to each cost pool must be allowable and comply with the descriptions in the CAP and manual.

c) Calculating allowable Medicaid Administrative Time

i) The Contractor must only use the RMTS or the Direct Charge method to calculate the percent of reimbursable time.

ii) The Contractor must use the RMTS for all eligible staff who are not certified as a Single Cost Objective.

   (1) The Contractor must use the RMTS results produced by the System.

   (2) The Contractor is prohibited from altering the RMTS results and certifies the accuracy of the data by signing the A19 by an authorized Contractor representative.
iii) The Contractor may only use the Direct Charge method for staff who are certified as a Single Cost Objective.

(1) These staff are required to document their daily work activities in fifteen (15) minute increments.

(a) Daily logs must be maintained according to the SOS record’s retention schedule.

(b) All daily logs must have a quarterly summary rolling up all time over the quarter.

(2) These staff must complete a single cost objective certification quarterly using an HCA approved form.

(3) Each single cost objective staff must be reported individually on the invoice.

(4) The invoice must report the name, the actual amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement for each staff.

d) **Direct Charge for Interpretation Service Contracts**

iv) The Contractor may only direct charge for a portion of Interpretation Service contracts for allowable interpretation activities as described in this Agreement.

(1) Services direct charged must be for interpretation activities identified as allowable activities within the Manual, the CAP, and this Agreement. The Contractor is prohibited from including any other portion of an Interpretation Services Contract in the calculation for FFP reimbursement.

(2) Each interpretation activity must be documented to HCA’s satisfaction, in fifteen (15) minute increments, using a patient encounter form that includes the following data elements:

(a) Appointment time/duration,

(b) Client Name/ID Information,

(c) Interpreter Agency,

(d) Interpreter Name,

(e) Interpreter signature,

(f) Language/communication type,

(g) MAC code and duration, and

(h) Requestor or nurse name

(i) The forms must be maintained according to SOS Record’s retention schedule.

(3) The above data from all patient encounter forms, except Client Name/ID Information, must be transferred onto a single spreadsheet that is searchable and sortable. This may be accomplished by direct data entry into the System so long as the data is extractable into an searchable and sortable spreadsheet.
(4) The invoice must report a summary for each Interpretation Service contract including
the names of the interpreting staff, the total amount of time spent performing
allowable MAC activities, and total dollar amount claimed for reimbursement.

(5) The contractor is prohibited from altering the information on the patient encounter
forms and certifies the accuracy of the data entered into the spreadsheet and the
System by signing the A19 by an authorized Contractor representative.

e) Calculation and application of the pertinent MER.
   
i) All MERs must be calculated quarterly;
   
ii) All MERs must be based on the quarter claimed;
   
iii) All MAC activities that benefit the Contractor’s Clients directly and are performed
     within a program that identifies Clients must use a Client-based MER as described in the
     CAP and manual;
   
iv) All MAC activities that benefit the Contractor’s Clients directly and are performed within a
     program that operates a primary care or specialty clinic must use a clinic-based MER as
     described in the CAP and manual;
   
   v) All MAC activities that benefit a larger population in the geographical region served by
      the Contractor, or in programs that do not identify Clients or collect demographic data
      must use the modified county-wide MER; and
   
   vi) The Contractor is required to collect and maintain demographic data used to determine
       Medicaid enrollment for all Clients served within budget units whose costs are included in
       the FFP reimbursement. The Contractor is prohibited from including clients from any
       budget unit that is not allowable within the MAC program.

   (1) All data related to Medicaid enrollment and the MER must be maintained according
       to the SOS records retention schedule;
   
   (2) The information collected must be sufficiently detailed to determine Medicaid
       enrollment through HCA’s ProviderOne System;
   
   (3) The information must be entered in the Contractor’s Client information System or
       data base;
   
   (4) The Contractor must produce a single electronic list of all unduplicated Clients served
       over the quarter within thirty (30) business days of the end of the quarter;
   
   (5) The Contractor is prohibited from including the same Client more than once
       (duplicating) on the quarterly list; and
   
   (6) The Contractor must submit the quarterly list to either their third party System
       operator or other System operator which calculates the Client-based and clinic-based
       MER.

f) Calculation and application of the indirect cost rate
i) All indirect cost rates must be developed in accordance with all applicable regulations and guidelines including the Office of Management and Budget 2 CFR Chapter I, Chapter II, part 200, et al (OMNI Circular);

ii) The Contractor is required to have an indirect cost rate proposal approved by their Cognizant Agency;

iii) The Contractor is required to certify the accuracy of the indirect cost rate annually using HCA form 02-568 Certificate of Indirect Costs;

iv) The Contractor is required to verify all costs submitted to HCA for reimbursement are not duplicated through the indirect rate or any other mechanism; and

v) The Contractor is prohibited from requesting duplicate FFP for any cost.

g) **Application of the appropriate FFP rate**

The Contractor is:

i) Permitted to claim seventy five percent (75%) enhanced FFP only for specific allowable MAC activities accurately reported to SPMP or Interpretation activity codes as described in the Manual. The Contractor is:

   (1) Required to verify the accuracy of activities reported to activity codes 12b and 7d; and

   (2) Prohibited from claiming seventy five percent (75%) FFP for any other activities.

ii) Permitted to claim fifty percent (50%) for all other accurately reported MAC activity codes; and

iii) Required to certify the accuracy of the FFP claimed for reimbursement by signing the A19.

h) **Certified Public Expenditures**

The Contractor:

i) Is prohibited from using any source of funds that do not comply with federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement as CPE;

ii) Is required to certify all sources of funds used as for CPE are accurate, allowable, and in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement quarterly by completing a Certified Public Expenditure Local Match Certification quarterly and by signing the A19. The quarterly CPE certification may be completed electronically through the System;

iii) Is required to use the Budgeting, Accounting and Reporting System (BARS manual) prescribed accounting and reporting for local governments, found at this website: [http://www.sao.wa.gov/local/BarsManual/Pages/BarsManual_GAAP.aspx#VY3K_03bLc](http://www.sao.wa.gov/local/BarsManual/Pages/BarsManual_GAAP.aspx#VY3K_03bLc)
s, to identify and document the revenue account codes for all local matching funds reported as CPE.

iv) Is required to ensure the source of all CPE funds are not federal tax money and are not used as a match for federal money (by the Contractor or any other agency);

v) Must only use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement;

vi) Must have funds available for MAC activities and the funds must be within the Contractor's control and budget;

vii) Is prohibited from using provider-related donations or impermissible health care related tax source for CPE;

viii) Is prohibited from using any private donations or non-public funds as a source for CPE without authorization from CMS' Center for Medicaid and State Operations' National Institutional Reimbursement Team (NIRT);

ix) Is prohibited from requiring or allowing private non-profits to participate in the financing of the non-federal share of expenditures;

1. Is prohibited from allowing non-governmental units to voluntarily provide, or be contractually required to provide, any portion of the non-federal share of the Medicaid expenditures.

x) Is prohibited from using funds payable under this Agreement for lobbying activities of any nature. The contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a 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 grant; and

xi) Must expend the total computable cost to all Subcontracted vendors for performance of allowable MAC activities.

1. The Contractor is prohibited from submitting a request for FFP reimbursement to HCA until they have actually incurred the total computable cost; and

2. The Contractor is prohibited from requiring the Subcontractor to provide the non-federal share of the payment, or return any portion of the total computable cost to the Contractor.

i) **Revenue Offset**

The Contractor is:
i) Prohibited from submitting a request for FFP reimbursement to HCA unless all funds are appropriately offset according to all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement;

ii) Required to certify the accuracy of the funds that are offset and the accuracy of the requested FFP reimbursement by signing the A19;

iii) Required to ensure there is no duplication in FFP reimbursement between programs or cost objectives;

iv) Financially responsible for repayment of any duplicated funds;

v) Required to provide documentation that Coordinators have been trained and fully understands the scope of work and terms of each funding source; and

vi) The Contractor is required to perform an assessment to determine whether each cost objective contained within the MAC budget unit(s) has potential to overlap with MAC;

   (1) The Contractor is prohibited from using any source of funds contained within the MAC budget unit until they have been assessed and determined appropriate;

   (2) The Contractor must complete the assessment annually and submit the assessment to the HCA Contract Manager no later than January 31st or within thirty (30) business days of completion, whichever comes soonest;

   (3) If the assessment determines any portion of the scope of work overlaps with MAC activities, the entire cost objective is deemed to overlap and is prohibited from being used as CPE; and

   (4) Required to identify costs that must be offset, and verify the remaining net costs are allowable for inclusion in the MAC program and eligible for FFP reimbursement.

9. SKILLED PROFESSIONAL MEDICAL PERSONNEL (SPMP)

Contractor staff who have completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization, or a degree in a medical field issued by a college or university certified by a professional medical organization are eligible for a seventy-five percent (75%) enhanced reimbursement for specific MAC activities. Years of experience in the administration, direction, or implementation of the Medicaid program is not considered the equivalent of professional training in a field of medical care. The Contractor is permitted to perform SPMP activities as directed by HCA’s Chief Medical Officer (CMO) to assist in achieving HCA’s goals and administering the Medicaid State Plan. The Contractor must:

a) Monitor and ensure that FFP reimbursement for SPMP activities are in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement. Federal requirements include 42 CFR § 432.2, 432.45, 432.50, and 433.15;

b) Have all forms and documents supporting the designation of an SPMP entered into the System and retained according to the SOS record’s retention schedule;
c) Not, and is prohibited from requesting seventy five percent (75%) enhanced reimbursement for:

i) Any staff who are not certified as an SPMP, as stated above;

ii) Any staff whose position descriptions do not require certified SPMP duties or responsibilities;

iii) Any staff who are not directly employed by the Contractor;

iv) Medical assistance expenditures;

v) Any SPMP activities that are not directed by HCA’s CMO and explicitly described in this Agreement (All other allowable MAC activities performed by an SPMP are eligible for 50% FFP); and

vi) Any activities that are not directly related to the administration of the State Medicaid plan.

d) Provide HCA with a written report documenting progress, accomplishments, barriers and suggested recommendations related to the performance of SPMP activities as requested by HCA, within a mutually agreed upon time frame;

e) Participate in program planning and policy development meetings as requested by HCA;

i) The meetings will include discussions related to, but not limited to, reviewing the SPMP reports and related topics or the effectiveness of the activities performed in support of HCA’s goals and the Medicaid State Plan.

f) Comply with any changes to the allowable SPMP activities as directed by the CMO;

i) Failure to comply with CMO directives may result in termination of SPMP participation in the MAC program.

g) Monitor and ensure that all activities reimbursed at the seventy five percent (75%) enhanced FFP are in support of the Medicaid State Plan and fall within the categories below. All other allowable MAC activities performed by an SPMP are eligible for fifty percent (50%) FFP;

h) Comply with any changes to allowable SPMP activities as directed by the CMO that may include, but is not limited to:

i) Clinical consultation with medical providers regarding best practices and adequacy of medical care covered by Medicaid. Includes, but is not limited to the following areas:

   1) Pediatric immunization issues.


ii) Coordination of Medicaid-covered medical services for medically at-risk populations.
(1) Medically fragile children.

(2) High risk pregnant women.

(3) Homeless individuals.

(4) Individuals with multiple medical conditions.

iii) Case staffing on the medical aspects of cases requiring Medicaid-covered services.

(1) Medically involved children in foster care.

(2) High risk pregnant women.

(3) Individual with communicable diseases requiring extraordinary/non-standard medical care.

iv) Planning and coordination with local medical providers to facilitate earlier referrals and treatment for high-risk populations.

(1) Children in foster care.

(2) Homeless individuals.

(3) Children with developmental delays or behavioral challenges

v) Providing medical consultation to the state regarding the Medicaid state plan.

(1) Consultation with medical providers to improve birth outcomes for Medicaid children.

(2) Consultation with school personnel to improve health outcomes for children exhibiting developmental delays or behavioral challenges due to medical condition, family stress or other factors.

vi) Pediatric immunizations.
ATTACHMENT 1

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

I. FEDERAL COMPLIANCE - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact the Health Care Authority.

a. Source of Funds: Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.778. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA IA Contract No. K3075.

b. Period of Availability of Funds: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in CFDA 93.778, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.

c. Single Audit Act: A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A sub-awardee who expends $500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.

d. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
   1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      i. Deviations from the budget and Project plan.
      ii. Change in scope or objective of the agreement.
      iii. Change in a key person specified in the agreement.
      iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
      v. Need for additional funding.
      vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
   2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

e. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If subcontractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

f. Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
g. **Unallowable Costs:** The sub-awardees’ expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.

h. **Citizenship/Alien Verification/Determination:** The Personal Responsibility and Work Opportunity Reconciliation Act (PWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

i. **Federal Compliance:** The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.


### HCA Federal Compliance Contact Information

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

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

<table>
<thead>
<tr>
<th>ENTITY TYPE</th>
<th>OMB CIRCULAR</th>
<th>COST PRINCIPLES</th>
<th>AUDIT REQUIREMENTS</th>
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</thead>
<tbody>
<tr>
<td>State, Local and Indian Tribal Governments and Governmental Hospitals</td>
<td>A-102 &amp; Common Rule</td>
<td>A-87</td>
<td>A-133</td>
</tr>
<tr>
<td>Non-Profit Organizations and Non-Profit Hospitals</td>
<td>A-110</td>
<td>A-122</td>
<td>A-133</td>
</tr>
<tr>
<td>Colleges or Universities and Affiliated Hospitals</td>
<td>A-110</td>
<td>A-21</td>
<td>A-133</td>
</tr>
<tr>
<td>For-Profit Organizations</td>
<td>A-110</td>
<td>48 CFR 31.2</td>
<td>Requirements established by the pass-through entity, pursuant to A-133, § 210(e)</td>
</tr>
</tbody>
</table>
Definitions:
"Sub-recipient" means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State’s programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

"Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about (1) The dangers of drug abuse in the workplace; (2) The contractor’s policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;

d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of
The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

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

1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter
into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

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

1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by
a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

### CONTRACTOR SIGNATURE REQUIRED

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
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<tbody>
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</table>

Please also print or type name:

<table>
<thead>
<tr>
<th>ORGANIZATION NAME: (if applicable)</th>
<th>DATE</th>
</tr>
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<tbody>
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</tbody>
</table>
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION: ☐ APPROVED ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: ____________________________

☐ CONTINUED TO DATE: ____________________________ TIME: ____________________________

☐ OTHER:

Agenda Item #: 13

Initial: ____________________________ Date: ____________________________

Review ☐ Clerk of the Board ☐ Risk Mgmt ☐ Legal Required

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ Superior Court

☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Veg Mgmt

☐ CivilService ☐ Health ☐ SDC ☐ WSU Ext.

☐ DCD ☐ Juvenile ☐ 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

OFFICIAL NAME & TITLE: Mary Goalz, Director

PHONE / EXT: 2644

SIGNATURE: ____________________________ DATE: 9/25/18

NARRATIVE OF REQUEST

Request the Board review and approve the Medicaid Transformation Partnership Agreement with Cascade Pacific Action Alliance and Pacific County and approve the Director to sign. This agreement is part of the Medicaid Transformation Projects that CPAA and our region has been developing for the last 3+ years. Our project will focus on Opioid Response. The Agreement lines out how we will be reimbursed for this project along with the Scope of Work we have agreed to. This is not included in our adopted budget for 2018. It is included in our proposed 2019 but will need to be revised as we were not aware of what the award amount, only the amount we requested.

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

Approve Medicaid Transformation Partnership Agreement and HIPAA Business Associates Agreement with Cascade Pacific Action Alliance for project focused on Opioid response and authorize Director to sign
Name of Contractor: Cascade Pacific Action Alliance, LLC (CPAA, ACH LLC)

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): Medicaid Transformation Partnership Agreement Between Cascade Pacific Action Alliance and Pacific County

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)

Indicate type ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual

☑ Non-Profit ☐ Public Organization/Jurisdiction

☐ State ☐ Sub-Recipient

☐ Federal ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):


☐ Small PW Process (<$300,000) ☐ PW Project (>=$300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < $5,000 (attach 3 bids) ☐ 5,000-$25,000 (less small works roster)

☐ >$25,000 (competitive bids)

Services / Leases: ☐ Architectural & Engineering ☐ Personal Services

☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)

☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: ________________________________

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)

☐ Single (Soled) Source Purchase* ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggyback")

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution

☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids

☐ Open Space ☐ Post, Advertise, & Fill Position

☐ Other (please describe): ________________________________

BACKGROUND/SUMMARY (Include date of prior workshop and/or action, if applicable):

This agreement is a result of a competitive application by Katie Lindstrom for funds related to the Medicaid Transformation Project. The Medicaid Transformation project was approved by the Federal Government in 2017. It allows our State to use Medicaid funds to focus work on prevention and improving the health of the Washington State Medicaid participants. We have been working as a region since 2014 towards this goal. We are excited at the prospects of working with other partners who also received funds from this project.

TOTAL COST/AMOUNT (include sales & use tax): ☐ TOTAL TAX:

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #:118 XXX.XXX.XX

☐ EXPENDITURE BUDGETED? ☐ Yes ☐ No SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

☐ IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

☐ MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

DESCRIPTION MATCH:

AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
MEDICAID TRANSFORMATION PARTNERSHIP AGREEMENT
BETWEEN
CASCADE PACIFIC ACTION ALLIANCE (CPAA ACH LLC.)
AND PACIFIC COUNTY

THIS “TRANSFORMATION PARTNERSHIP AGREEMENT” (Agreement) is made and entered into by and between Cascade Pacific Action Alliance (CPAA) an Accountable Community of Health (ACH) at 1217 4th Avenue East, Suite 200 Olympia, WA 98506

And

Pacific County Public Health, a Medicaid Transformation partnering provider (Partner) pursuant to Washington State’s Medicaid Transformation Project (MTP).

1. RECITALS

On January 9, 2017, the Centers for Medicare & Medicaid Services (CMS) approved Washington State’s request for a section 1115(a) Medicaid demonstration entitled Medicaid Transformation Demonstration project (Demonstration). Part of this Demonstration is a Delivery System Reform Incentive Payment (DSRIP) program, through which the State will make performance-based funding available to regionally-based ACH and their partnering providers.

In order to assure consistent management of an accounting for the distribution of DSRIP funds across ACHs, the Health Care Authority (HCA) has appointed Public Consulting Group (PCG) who is responsible for administering the funding distribution plan for the DSRIP program.

The term “Partner” is specific to the contents of this Agreement and limited by the scope of the Demonstration as further defined in section 16 of this agreement.

2. PURPOSE

The purpose of this Agreement is to set forth each party’s roles and responsibilities with respect to a specific Medicaid Transformation DSRIP project approved and selected for implementation as well the funding, project milestones, performance metrics, and payment schedules for that project.

3. SCOPE OF WORK

The Partner will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Addendum “B” attached and incorporated herein.
4. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement will commence on the date of final execution (signature), and be completed on January 31, 2022, unless terminated sooner or extended, as provided herein.

5. **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended only by written agreement executed by both parties with a 30-day notice.

6. **ASSIGNMENT**

The work to be provided by CPAA under this Agreement is supported by CHOICE Regional Health Network as per the legal agreement between both entities. Work provided by the Partner and any claim arising thereunder, is not assignable or delegable in whole or in part, without the express prior written consent of CPAA, which consent will not be unreasonably withheld.

7. **CONTRACT MANAGEMENT**

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

   a) The MTP programming contact for CPAA is: Christina Mitchell;

       1217 4th Ave E, Suite 200, Olympia, WA 98506; phone: 360.539.7576 ext. 131.

   b) The MTP financial contact for CPAA is: Samantha Tatum;

       1217 4th Ave E, Suite 200, Olympia, WA 98506; phone: 360.539.7576 ext. 118.

   c) The MTP contract Partner contact is: 

       PO Box 26 South Bend, WA 98586; 360.875.9343.

Changes to contract management by either party will be made via email within 30 days of the effective change.

8. **DISTRIBUTION OF DSRIP FUNDS – GENERAL PRINCIPLES**

   a) **Basis for Payment to Partner**

       The Partner will receive payment of DSRIP Funds from HCA’s Financial Executor PCG as set forth by DSRIP guidelines only if and to the extent that CPAA has achieved the project milestones and performance measures specified in the CPAA Implementation Plan and the Partner’s Change Plan.
Initial payment of DSRIP funds are based on the following:

- Request for Proposal submission and selection as a partnering agency
- Allocations for projects that qualify for rural and health equity bonus pool allocations
- A Signed contract

Multiple project bonus pool allocations are based on:

- Multiple projects of four or more
- Submission and review of the Partner’s Change Plan
  - Multiple project bonus pool allocations will be processed after review of the Change Plan

b) Payments Contingent on Partner Performance

Payment of DSRIP Funds to the Partner is contingent on the Partner complying with the terms of this Agreement and the Partner’s Change Plan, including timely submission of data to CPAA to meet the ACH’s reporting obligations to the HCA;

- Payment to eligible partners for multiple project bonus pool allocations will be processed upon submission and review of the Partner’s Change Plan. Multiple project bonus pool allocations are contingent upon four or more projects.
- Partner’s performance on stated interventions, project milestones and performance outcomes established in the Partner’s Change Plan.
- Partner’s timely quarterly reporting
- Partner will show evidence for expansion or deepening of partnership projects, as this will be essential for the "scale" in DSRIP years
- Other conditions and criteria as are set forth in the DSRIP guidelines.
- The Partner acknowledges in accordance with this section that it may not receive DSRIP funds, and that any such funds received may not cover all the costs or expenses related to Partner’s participation in a DSRIP Project Plan.

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Amount</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Incentive</td>
<td>$32,070</td>
<td>Upon Contract Execution</td>
</tr>
<tr>
<td>Bonus Incentive:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attribution</td>
<td>$6,680</td>
<td>Upon Contract Execution</td>
</tr>
<tr>
<td>Equity</td>
<td>$6,410</td>
<td>Upon Contract Execution</td>
</tr>
<tr>
<td>Rural Service</td>
<td>$17,640</td>
<td>Upon Contract Execution</td>
</tr>
<tr>
<td>Multiple Project Participation</td>
<td></td>
<td>Submit Change Plan by 11/15/18</td>
</tr>
<tr>
<td>Performance Incentive</td>
<td>$21,380</td>
<td>Submit Change Plan by 11/15/18</td>
</tr>
<tr>
<td>TOTAL Year 1 Funds Earned</td>
<td>$84,180</td>
<td></td>
</tr>
</tbody>
</table>

c) Conclusion of Funds

Payment of pay for performance DSRIP funds will conclude by second quarter 2023.
9. **DISALLOWED COSTS**

The Partner is responsible for any audit findings or disallowed costs incurred by its own organization or that of its Subcontractors.

10. **DATA SHARING AND PRIVACY**

a) **Protected Health Information**

The Partner agrees and will acknowledge data sharing and privacy in accordance with the HIPAA Business Associate Agreement – Addendum A.

b) **Sharing Confidential Information**

The parties acknowledge that they may need to share Confidential Information other than PHI. “Confidential Information” means information of a party, regardless of the form or media in which it is disclosed, which is identified in writing or other manner as confidential, restricted, or proprietary. The parties will share Confidential Information in accordance with Section 7 of this Agreement.

c) **Obligations of Confidentiality and Restrictions on Use**

A party receiving Confidential Information from the other party (the “Receiving Party”) will not: (a) use the Confidential Information of the Party making the disclosure (the “Disclosing Party”), except as necessary to perform its obligations or exercise its rights under this Agreement, or disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted in this Section. The Receiving Party will protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care.

d) **Disclosure of Confidential Information to Representatives**

The Receiving Party may disclose the Disclosing Party’s Confidential Information to the Receiving Party’s officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party will cause such Confidential Information to be held in confidence by any such recipient.

e) **Compelled Disclosure**

If a Receiving Party is requested by a Federal or State court or other regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the Receiving Party will promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as it may deem necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws will be disclosed.
f) Exceptions

The obligations of confidentiality and restrictions on use as set forth in this Agreement will not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

g) Obligations Upon Termination

Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this section and limit further uses and disclosures to those purposes permitted by this section.

11. DISPUTE RESOLUTION

a) In the event of any dispute arising under this Agreement, the parties agree to meet and confer in good faith to resolve any such disputes before resorting to any other process identified herein. Both parties will continue, without delay, to carry out their respective responsibilities under this Agreement that are not affected by the dispute.

b) If resolution under paragraph a) does not resolve the dispute within a reasonable period of time, any dispute arising out of, or in connection with, this Agreement shall first be subject to mediation for a sixty (60) day period. This mediation time period starts when one party demands mediation. Any dispute which cannot be amicably settled through mediation between the parties shall be finally settled by arbitration before a single arbitrator under the Rules of Commercial Arbitration of the American Arbitration Association except as modified herein; provided, however, that the parties do not intend, by the use of such rules, that the American Arbitration Association (“AAA”) shall necessarily administer the arbitration. The selected arbitrator must be a retired state or federal judge/magistrate who previously presided in the Thurston County Superior Court, or a federal court located within the Western District of Washington. In the event that the parties cannot agree upon an arbitrator within a seven (7) day time period after a demand for arbitration has been made, then each side shall submit to AAA a list of five (5) arbitrators, each of whom must possess the foregoing qualifications, and the AAA case administrator shall randomly draw the name of one of qualified candidates submitted to serve as the arbitrator (the random drawing method shall be determined by the AAA case administrator at his/her discretion). Within thirty (30) days of the arbitrator’s selection and receipt of payment in full by the AAA of all filing fees, the AAA case administrator shall schedule a preliminary hearing for the arbitrator and the parties, pursuant to Rule R-21 of the AAA Commercial Arbitration Rules, to establish
a plan for the parties’ exchange of information and a schedule for the remainder of the proceeding. Each party shall initially bear its own costs and legal fees associated with such arbitration.

c) A demand for arbitration may be made as soon as it becomes apparent that the matter cannot be settled through mediation. The mediation or arbitration shall take place in Olympia, Washington or such other location as mutually agreed by the parties hereto. The resulting decision of the arbitrator shall be final and binding on the parties. No request or demand for mediation or arbitration shall be made after the date on which the applicable statute of limitations would expire or as limited by this Agreement. The award of the arbitrator or panel of arbitrators may, in the arbitrator’s discretion, include reasonable attorney’s fees and expenses to the prevailing party and may be entered in any appropriate court. The decision of the arbitrator or arbitrators shall be rendered pursuant to a reasoned written legal opinion and final and binding upon the parties and judgment upon such decision may be entered in any court of competent jurisdiction.

d.) The Partner agrees that all disputes be resolved in Thurston County or in the county in which business is conducted.

12. GOVERNANCE

a) This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

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

I. Applicable state and federal statutes and rules;
II. Scope of Work, Addendum B
III. Any other provisions of the Agreement, including materials incorporated by reference.

13. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

14. RECORDS MAINTENANCE

The parties to this Agreement will each 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 will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.
Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

15. RECORD RETENTION AND AUDITING

a) Retention of Records
   The Partner will retain all records ("Records") relating to its activities related to the DSRIP program for a period of not less than six years, or as otherwise required by applicable law and regulations.

b) Sufficiency of Records
   The Records will be sufficient to support confirmation that all data submitted by the Partner to CPAA for any and all reports required by CPAA or CMS is accurate and complete.

c) Audit
   All Records relating to the DSRIP program are subject at all reasonable times for inspection, review, or audit by CPAA and other state and federal officials so authorized by law, rule, regulation, or agreement.

16. MISCELLANEOUS

a) Independent Contractor
   The parties understand and agree that the parties intend to act and perform their respective obligations under this Agreement as independent contractors and that neither is an employee, partner, or joint venture of the other.

b) Required Insurance
   Each Party will at its own cost and expense, have in effect insurance coverage of such amounts and types usually maintained by entities such as the parties, including but not limited to L & I insurance compensation, commercial general liability insurance, including contractual liability, of not less than $1 million per claim/$2 million general aggregate, errors and omissions coverage of not less than $1 million per claim/$2 million general aggregate.

c) Indemnity/Hold Harmless Provision
   The Partner shall defend, indemnify and hold CPAA ACH LLC, its officers, officials, employees and volunteers harmless from any and all claims, injuries, 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 CPAA ACH LLC. It is further specifically and expressly understood that the indemnification provided herein constitutes the Partner's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.
17. REPRESENTATIONS AND WARRANTIES

a) The Partner represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Partner must immediately notify CPAA if, during the term of this Agreement, the Partner becomes debarred.

c) The Partner further agrees it will not commit a discriminatory act prohibited by state law on the basis of sex, race, age, creed, religion, color, national origin, disability, sexual orientation, or marital status; or engage in any discriminatory practices which are counterproductive to or place the project at risk.

d) Each part represents and warrants that it is in compliance with, and will at all times hereafter comply with, all federal licensing, accreditation and registration requirements and standards necessary for the completion of the deliverables outlined in Addendum B.

e) The Partner further agrees it will not engage in any discriminatory practices which are counterproductive to or place the project at risk.

f) Each party represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this Agreement.

18. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is determined invalid by a court of competent jurisdiction, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. 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 (30) calendar days. If failure or violation is not corrected, this Agreement may be terminated within thirty (30) calendar days by written notice of the aggrieved party to the other.

20. TERM AND TERMINATION

a) Term

This Agreement will terminate on December 31, 2021, unless terminated earlier in accordance with the provisions in this section or section 19 Termination for cause. The distribution of pay for performance DSRIP funds will conclude by the end of second quarter 2023.
b) Termination by Partner
The Partner may terminate the Agreement with 30 days’ written notice to CPAA. DSRIP funds for completed project reporting up to the date of termination would be distributed per the DSRIP payment schedule.

c) Termination by CPAA
CPAA may terminate this Agreement in the event that the Partner breaches a material term of this Agreement within thirty (30) calendar days after receiving written notice from CPAA regarding the breach (or such other longer cure period as CPAA deems reasonable under the circumstances). In addition, CPAA may terminate this Agreement upon twenty-four (24) hours’ written notice to the Partner if any license, certification or government approval of the material relevant to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

d) Termination for Withdrawal of Federal or State Funding
In the event that the federal government cancels or modifies the Medicaid Transformation funding, or if the authority of CPAA to perform any of its duties is withdrawn, reduced, or limited in any way then CPAA may immediately terminate this Contract by providing written notice to the Partner. The termination will be effective on the date specified in the termination notice. CPAA agrees to notify Partner of such withdrawal of authority at the earliest possible time. No penalty will accrue to CPAA in the event the termination option in this section is exercised.

e) Termination for Exclusion
CPAA may terminate this Agreement immediately if the Partner or any of its employees, agents or contractors are excluded from the Medicare or Medicaid program or any other federal or state health care program and, where the exclusion applies to the Partner’s employees, agents or contractors, the Partner fails to terminate such employees, agents or contractors within five (5) business days of becoming aware of the exclusion.

f) Termination for Uncured Breach
Either party may terminate this Agreement upon the other party’s material breach of its obligations hereunder, which breach is uncured for a period of thirty (30) days after the non-breaching party has given the breaching party notice of that breach and requested that the breaching party cure that breach; provided that no opportunity to cure will be provided and termination will be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) days, (b) repeated breaches of the same obligation or (c) a breach that would expose the non-breaching party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to a non-breaching party. Termination of this Agreement by either Party will automatically terminate the Partner’s participation in any MTP that is part of CPAA’s Projects Plan. Termination for an uncured breach may result in modification in DSRIP funds.
21. **WAIVER**

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

22. **ALL WRITINGS CONTAINED HEREIN**

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

23. **PUBLIC RECORDS ACT**

The parties acknowledge that this Agreement is a public record under RCW 42.56.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

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**CPAA ACH LLC.**

<table>
<thead>
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<th>Title</th>
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**Pacific County**

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<th>Signature</th>
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<th>Title</th>
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Addendum A “Business Associate Agreement”

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this "Agreement") is made and entered on this ___ day of ____________, 2018, which supplements and is made an integral part of an underlying contract for certain services effective September 20, 2018 (the "Contract"), by and between CPAA ACH LLC ("Covered Entity") and Pacific County ("Business Associate").

A. During the term of the Contract, Business Associate may receive from Covered Entity, or may receive or create on behalf of Covered Entity, certain individual patient identified confidential health or medical information ("Protected Health Information" or "PHI"). Protected Health Information is hereby defined to include Electronic Protected Health Information ("EPHI"), as that term is defined in the regulations hereinafter referred to.

B. By this Agreement, Covered Entity and Business Associate agree to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the Contract and as Required by Law in compliance with:

(i) the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), Title 45 Parts 160 and 164, including the "Privacy Rule" (Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E) and the "Security Rule" (Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C) and the HITECH Regulations pertaining to the confidentiality, integrity and availability of EPHI, and other applicable laws; and

(ii) the Health Information Technology for Economic and Clinical Health Act ("HITECH"), passed as a part of the American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5 and regulations including, but not limited to, 45 C.F.R. Parts 160 and 164 (the "HITECH Regulations"); references in this Agreement to HIPAA also includes any requirements contained in HITECH, as the same may be amended from time to time.

C. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract containing specific requirements with Business Associate as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("CFR") and contained in this Agreement.

D. A Business Associate may be directly liable under the HIPAA Rules and subject to civil, and in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Agreement or Required by Law. A Business Associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.** All capitalized terms used herein but not otherwise defined in the preceding paragraphs shall have the meanings attributed to them in HIPAA and the HIPAA Regulations and HITECH and the HITECH Regulations.
2. **Obligations of Business Associate.**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as provided by the Agreement and as Required by Law. Business Associate agrees to maintain and use appropriate safeguards, and to comply with the Security Rule with respect to EPHI, to prevent the use or disclosure of Protected Health Information other than as set forth in this Agreement.

(b) Business Associate shall assess potential risks and vulnerabilities to PHI, including EPHI, in its possession or under its control and develop, implement, and maintain commercially appropriate administrative, technical and physical safeguards to ensure that all Protected Health Information obtained by or on behalf of Covered Entity is received, maintained, transmitted, and used or disclosed only as authorized by this Agreement and as permitted by the Privacy Rule and the Security Rule.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410, and any Security Incident of which it becomes aware.

(d) Business Associate shall ensure that all its agents, including subcontractors, to whom it provides Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, or who create, receive, maintain, or transmit PHI on behalf of Business Associate, agree in writing to the same assurances, restrictions, requirements and conditions that apply to Business Associate with respect to such Protected Health Information. If Business Associate receives EPHI, Business Associate will ensure that any agent, including a subcontractor, to whom it provides such EPHI or who creates, receives, maintains, or transmits PHI on behalf of Business Associate, specifically agrees in writing to implement reasonable and appropriate administrative, physical and technical safeguards to protect it.

(e) Business Associate shall, following the discovery of a Breach regarding PHI, notify the Privacy Officer of Covered Entity of the breach. Notification shall be without unreasonable delay, and in no event later than 10 (ten) business days after Discovery. A Breach is “Discovered” on the first day it is known or, with the exercise of reasonable diligence, would have been known by any employee (other than the employee committing the Breach), officer or agent of the Business Associate. Business Associate shall report such breaching use or disclosure even if Business Associate deems the use or disclosure to be in good faith, unintentional or inadvertent, and even if Business Associate deems the risk of harm posed to the Individuals involved to be insignificant. The notification to the Privacy Officer shall include the information required pursuant to 45 CFR 164,404 and 164,410, including, but not limited to, the identity of the individual whose PHI has been breached, a brief description of what happened (including the date of the breach and the date of discovery), a description of the type of information accessed e.g., name, address, date of birth, Social Security Number, content of health care provided, steps the individual can take to protect him or herself from harm, what the Business Associate is doing to investigate and mitigate the effects of the breach and to prevent future breaches; if any of this information is not available at the time of notification, Business Associate shall provide it promptly if and when it becomes available. In addition, Business Associate shall provide to Covered Entity contact information, such as a toll free telephone number, email address, website or postal address where affected Individuals may request or receive information, and such other information as Covered Entity may reasonably request. Business Associate shall cooperate with Covered Entity in investigating such use or disclosure and assist Covered Entity in determining whether such use or disclosure constitutes a Breach of Unsecured PHI. In the event that Covered Entity determines that a Breach of Unsecured PHI has occurred, at Covered Entity’s election, Business Associate shall:
(i) Prepare, subject to Covered Entity’s right to review and approve, appropriate notifications of such Breach on behalf of Covered Entity pursuant to 45 CFR Sections 164.404, 164.406 and 164.408; or provide Covered Entity with any information necessary for it to prepare appropriate and timely notifications of such Breach pursuant to 45 CFR Sections 164.404, 164.406, 164.408, and 164.410(c); and

(ii) Subject to Covered Entity’s right to elect to distribute such notifications itself, distribute the appropriate notifications of such Breach in the time and manner that complies with 45 CFR Sections 164.404, 164.406 and 164.408. Notwithstanding the foregoing, a delay in the distribution in the appropriate notifications may be permitted, but only to the extent and subject to the conditions of 45 CFR Section 164.412, regarding certain law enforcement action.

(f) To the extent that Business Associate or its agents or subcontractors maintain PHI in a Designated Record Set, Business Associate shall, at the request of Covered Entity, make available PHI which is maintained in Designated Record Sets to Covered Entity or, as directed by Covered Entity, directly to Individual to whom the PHI relates, and in the time and manner that meets the requirements of 45 CFR Section 164.524.

(g) To the extent that Business Associate or its agents or subcontractors maintain PHI in a Designated Record Set, Business Associate shall make available PHI which is maintained in Designated Record Sets to Covered Entity for amendment pursuant to 45 CFR Section 164.526. Business Associate shall in a timely manner incorporate into the Designated Record Set any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any Individual submits a request for an amendment of Protected Health Information directly to Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) business days of the request. Any denial of amendment of an Individual’s request to amend PHI maintained by Business Associate or its agents or subcontractors shall be solely the responsibility of Covered Entity.

(h) Business Associate shall implement a process that enables it to provide an accounting of disclosures of PHI sufficient so that Covered Entity can respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and Section 13405(c) of HITECH and the regulations promulgated thereunder. At a minimum, the information to be documented in the log shall include:

(i) the date of disclosure;

(ii) the name of the entity or person who received PHI and, if known, the address of the entity or person;

(iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual’s authorization, or a copy of the written request for disclosure. Business Associate shall provide a copy of the log to Covered Entity annually upon request. Within ten (10) business days of notice by Covered Entity of a request from an Individual for an accounting of disclosures of Protected Health Information, or within five (5) business days after a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall make available to Covered Entity the information from the log required to provide an accounting of disclosures to enable Covered Entity to fulfill its
obligations under the Privacy Rule and HITECH, including, but not limited to, 45 CFR 164.528.

(i) Within fifteen (15) business days of a request by the Covered Entity, Business Associate agrees to comply with Covered Entity’s request to accommodate an Individual’s access to his/her Protected Health Information. In the event that an Individual contacts the Business Associate directly about access to Protected Health Information, Business Associate shall forward such request to Covered Entity within five (5) business days to Covered Entity, and shall respond pursuant to instructions from Covered Entity. To the extent that PHI and communications are within the control of Business Associate, Covered Entity shall direct all requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR Section 164.522 to Business Associate for evaluation. Business Associate shall respond directly to Individual if directed to do so by Covered Entity or if contacted directly by Individual, and in the time and manner that complies with all the requirements of 45 CFR Section 164.522 and Section 13405(a) of HITECH.

(j) All documentation that is required by this Agreement, the Privacy Rule, the Security Rule and HITECH shall be retained by Business Associate for a period of six (6) years from the date of creation or when it was last in effect, whichever is later. After the expiration of such period, the Business Associate shall destroy the PHI and EPHI, unless otherwise directed by Covered Entity.

(k) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Covered Entity’s and/or Business Associate’s compliance with the Privacy Rule and HITECH, in a time and manner designated by the Secretary.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate (or by any other person to whom Business Associate has disclosed PHI) in violation of the requirements of this Addendum. In addition, Business Associate shall cooperate with and implement any reasonable mitigation requests by the Business Associate or Covered Entity relating to any Breach or any attempted or successful Security Incident. Upon request, Business Associate shall provide Covered Entity with a written report of its mitigation efforts.

(m) Business Associate represents and warrants that all personnel in its workforce, and any agents or subcontractors, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and shall comply with all provisions of this Agreement.

3. **Permitted Uses and Disclosures by Business Associate: Sale and Marketing Prohibited.**

(a) Business Associate shall not use or disclose Protected Health Information, except as follows or as Required by Law:

(i) The Business Associate is permitted to access and use any and all Protected Health Information in the form of a “limited data set” as defined in 45 CFR 164.514(e), and to provide this de-identified Protected Health Information to others, for the purpose of research on public health issues and the effectiveness of care coordination, and in the development of new or improved Pathways.
(b) In any permitted use or disclosure of Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Contract and this Agreement, Business Associate shall make reasonable efforts to limit protected health information used or disclosed to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. Business Associate agrees that, to the extent practicable, it shall only request, use and disclose PHI in the form of a Limited Data Set (as defined in 45 CFR Section 164.514(e)(2)), and that in all other cases it shall only request, use or disclose the Minimum Necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(c) Business Associate may use PHI to the minimum extent necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

(d) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

(e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502.

(f) Business Associate may use Protected Health Information to provide Data Aggregation Services to Covered Entity, as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

(g) The Business Associate is permitted to access and use any and all Protected Health Information in the form of a “limited data set” as defined in 45 CFR 164.514(e), and to provide this de-identified Protected Health Information to others, for the purpose of research on public health issues and the effectiveness of care coordination, and in the development of new or improved Pathways.

(h) Prohibition on Sale of PHI and Marketing. Business Associate shall neither sell PHI nor use PHI in marketing unless permission is specifically requested in writing and Business Associate is permitted to do so by Covered Entity in writing, and such sale or marketing is permitted under the Privacy Rule and HITECH.

4. **Obligations of Covered Entity.**

(a) Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Health Information, including EPHI, transmitted to Business Associate pursuant to the Contract and this Agreement, in accordance with the standards and requirements of the Privacy Rule and the Security Rule, until such Protected Health Information is received by Business Associate, and in accordance with any specifications set forth in the Contract.

(b) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy
practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Term

This Agreement shall become effective immediately upon execution and, except as hereinafter provided, shall remain in force and effect until the last of the Protected Health Information is returned to Covered Entity or destroyed. Notwithstanding the foregoing, the rights and obligations provided by Sections 2, 7, 8 and 9 of this Agreement shall survive indefinitely.


Notwithstanding any provision in the Contract to the contrary regarding term or termination, if Covered Entity determines in good faith that Business Associate has violated a material term of this Agreement, Covered Entity shall either:

(a) If such violation can be cured within 30 days or a reasonable period of time, provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified, terminate the Contract; or

(b) If no cure is possible, immediately terminate the Contract, if feasible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

7. Effect of Termination.

(a) Except as provided in paragraph (b) of this Section, upon termination of the Contract for any reason, Business Associate shall retain no copies of Protected Health Information and, as instructed by Covered Entity, shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision, shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible or that the retention of some PHI is necessary for Business Associate's proper management and administration, or to carry out its legal responsibilities, Business
8. **Indemnification.**

(a) Notwithstanding any provision in the Contract to the contrary regarding indemnification, Business Associate agrees to indemnify, defend and hold Covered Entity harmless from any liability, loss, claims or damages, including reasonable attorneys' fees, caused solely by a breach by Business Associate or any of its affiliates, employees, agents, subcontractors or successors, of its obligations under this Agreement. Business Associate further agrees to assist and defend Covered Entity in any investigation, litigation, adjudication, arbitration, or proceeding of any kind, whether brought by the Secretary, an Individual, or any other person or entity, that may result or arise from any breach of the terms of the Contract or this Agreement.

(b) In the event that Covered Entity intends to rely on this indemnification obligation of Business Associate, Covered Entity will (i) provide prompt written notice to Business Associate of any claim, action or demand for which indemnity is claimed; and (ii) provide such reasonable cooperation as Business Associate may request.

9. **No Third Party Beneficiaries.**

Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. **Miscellaneous.**

(a) A reference in this Agreement to a section in the Privacy Rule or in HITECH means the section as in effect or as hereafter amended.

(b) The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, HIPAA and HITECH.

(c) Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in force and effect.

(d) The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule and HITECH (or applicable state laws relating to security and privacy, if more stringent). The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is
consistent with HIPAA, the Privacy Rule and HITECH (or applicable state laws relating to security and privacy, if more stringent).

(e) Upon the effective date of any federal statute amending or expanding HIPAA or any guidance, temporary, interim final or final regulations promulgated under HIPAA or under any federal statute amending or expanding HIPAA (collectively, the “HIPAA Regulations”) that are applicable to this Agreement or any amendments to the HIPAA Regulations, this Agreement shall be automatically amended, such that the obligations imposed on Covered Entity and Business Associate shall remain in compliance with such requirements, unless Covered Entity notifies Business Associate otherwise. The parties agree to take such action as is necessary to expressly reflect such automatic amendments in this Agreement from time to time. Except as provided otherwise in this Section 10(e), no waiver, change, modification, or amendment of any provision of this Agreement shall be made unless it is in writing and is signed by the parties hereto. The failure of either party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(f) This Agreement, together with the Contract, constitutes the entire agreement between Covered Entity and Business Associate with respect to the matters described herein. No promises, terms, conditions or obligations, other than those contained in this Agreement or the Contract shall be valid or binding. Any prior agreements, statements, promises, negotiations, inducements, or representations, either oral or written, made by either party or agent of either party, that are not contained in this Agreement or the Contract shall be of no force or effect.
Addendum B “Scope of Work”

1. INTRODUCTION

This Scope of Work (SOW) sets forth the basic agreement between CPAA and the Partner set forth above. The SOW sets forth each party’s responsibilities with respect to any DSRIP project(s) as well the funding, project milestones, performance metrics, and payment schedules for project(s) and signals the Partner’s intent to participate in the Medicaid Transformation Demonstration.

2. SOW CONTACT INFORMATION

For organizations that have a specific lead contact person for an individual project, indicate in the table below. If your organization has one contact for the entire Medicaid Transformation Project, indicate as such by leaving the Project Lead Contact section blank.

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<thead>
<tr>
<th>CPAA ACH LLC</th>
<th>Partner: Pacific County</th>
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<tr>
<td>CPAA Project Lead:</td>
<td>Partner Contact:</td>
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<tr>
<td>Christina Mitchell</td>
<td>Mary goelz, Director</td>
</tr>
<tr>
<td>Phone: 360-539-7576 ext. 131</td>
<td>Phone: 360-875-9343</td>
</tr>
<tr>
<td>Email: <a href="mailto:mitchellc@crhn.org">mitchellc@crhn.org</a></td>
<td>Email: <a href="mailto:m.goelz@co.pacific.wa.us">m.goelz@co.pacific.wa.us</a></td>
</tr>
<tr>
<td>Project Area:</td>
<td></td>
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<tr>
<td>3A - Opioid Response</td>
<td>Partner Lead Contact:</td>
</tr>
<tr>
<td>CPAA Manager: Sara Rainer</td>
<td>Katie lindstrom,</td>
</tr>
<tr>
<td>Phone: 360-539-7576 x 130</td>
<td>Deputy Director</td>
</tr>
<tr>
<td>Email: <a href="mailto:rainers@crhn.org">rainers@crhn.org</a></td>
<td>Phone: 360 - 875-9343</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:k.lindstrom@co.pacific.wa.us">k.lindstrom@co.pacific.wa.us</a></td>
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3. BASIC ROLES AND RESPONSIBILITIES

a) CPAA’s ROLES AND RESPONSIBILITIES

CPAA will have the following roles and responsibilities, in accordance with and subject to the MTP, this Agreement, and applicable law:

I. Establishing and maintaining a governance and organizational structure that complies with the terms of the Demonstration and the DSRIP Planning Protocol

II. Keeping partnering providers informed of all DSRIP related communications received by the ACH from the State and facilitating communication among the Partners regarding DSRIP matters.
III. CPAA will use the following key indicators to measure partnering provider implementation progress: Change Plan completion, Utilization of data reporting form/tool, Partner engagement in trainings and shared learnings. Partner engagement in committees and work groups.

IV. Assist Partners, as necessary, in developing an organizational Change Plan as well as hosting virtual Town Hall-style webinars to publicly answer questions and walk organizations through the Change Plan process.

V. CPAA will provide a reporting tool and provide reporting templates as necessary to the organization to use in completing and submitting reports no later than the 1st quarter of DY3.

VI. Monitor the progress of each Partner, providing consultation to help the Partner fulfill stated interventions and reach or improve required and selected measures to ensure milestone achievement and alignment with state MTP goals. CPAA will assist to develop a plan of action with the organization to remedy any identified gaps or barriers.

VII. Receive and evaluate quarterly reports from participating Partners, to track individual progress toward required and organization-specific measures. Certify progress milestones, performance metrics, and other such reports as required by the DSRIP Planning Protocol.

VIII. CPAA will provide a variety of statistical reports to Partners quarterly for evaluation purposes.

IX. Provide fiscal reporting for DSRIP funds as needed.

X. Distribute initial funds in a timely manner to participating partners in accordance with the state-approved funding distribution plans payable within 60 days of receipt of the signed Agreement. Funds are intended to supplement the time and resources committed to Transformation efforts.

XI. Provide communication and instruction related to reporting and performance measures for additional payments beyond the initial funds.

XII. Submit scheduled reports to HCA on the actual distribution of transformation project payments, fund balances and reconciliations as well as progress on the Partner’s scope of work, adherence to reporting requirements, metrics and the continuous improvement of such.

XIII. CPAA will offer and facilitate a variety of collaborative forums such as an MTP kick-off celebration; project area work groups, planning committees, webinars, and conference calls; CPAA Board and Council meetings.

XIV. CPAA Program Managers will make themselves available and conduct regular check-ins and outreach calls and provide technical assistance as needed.
b) THE PARTNER ROLES AND RESPONSIBILITIES

The Partner will have the following roles and responsibilities, in accordance with and subject to this Agreement, and applicable law:

I. The Partner will collaborate with CPAA, as needed, to develop and submit a Change Plan for CPAA according to the number of projects the Partner was selected for.

II. Partner will register in the Financial Executor Portal.

III. The Partner will complete and submit any administrative forms required in order for the Partner to receive funds via the Medicaid Demonstration’s Financial Portal and CPAA’s Financial Executor. Partners are required to report on pay for reporting measures quarterly by the end of the first month following every quarter. Late reporting could impact receipt of allocated funds.

IV. The Partner will comply with this Agreement’s requirements, including but not limited to timely and accurate reporting to CPAA in accordance with the performance measures, project milestones, and timelines specified in the Change Plan; and

V. The Partner will provide other information as reasonably requested by CPAA within 30 days.

VI. The Partner will participate in Quality Improvement activities for each MTP Program area they are selected for.

VII. The Partner will align and coordinate MTP activities with other CPAA selected partners.

VIII. The Partner may request technical assistance from CPAA Program Managers as needed.

IX. The Partner is encouraged to participate in CPAA’s MTP kick-off celebration; project area work groups, planning committees, MTP task force, webinars, and conference calls; CPAA Board, Council meetings and local forums. Active participation is linked to MTP incentives.

X. The Partner will complete tasks and deliverables as set forth in the Change Plan and agrees to notify the CPAA Program Manager if timeline or deliverables will not be submitted as required.

XI. Partner will show evidence for expansion or deepening of partnerships projects, as this will be essential for the "scale" in DSRIP years

XII. The Partner will incorporate Health Equity Considerations into the execution of their project.

XIII. If Partner is implementing the Pathways Model as a Care Coordinating Agency, the Partner will complete additional documents:

   i. Care Coordination Service Agreement
   ii. Mutual Nondisclosure Agreement
4. PARTNER DELIVERABLES

a. Signed contract & HIPAA Business Associates Agreement no later than October 5, 2018. If an extension is needed, please email Chris Haywood at haywoodc@crhn.org.

b. Submit first draft of a Change Plan to reporting@cpawa.org no later than October 15, 2018 and final draft of Change Plan no later than November 15, 2018.

c. Update the Change Plan annually in quarter 4.

d. Submit quarterly and semi-annual reports to CPAA.

e. Submit quarterly reports to reporting@cpawa.org per the table below:

<table>
<thead>
<tr>
<th>Quarter 1 (Jan-Mar)</th>
<th>Quarter 2 (Apr-Jun)</th>
<th>Quarter 3 (Jul-Sep)</th>
<th>Quarter 4 (Oct-Dec)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Intervention Metrics</td>
<td>2. Intervention Metrics</td>
<td></td>
<td>3. Change Plan Update</td>
</tr>
<tr>
<td>April 30, 2019</td>
<td>July 31, 2019</td>
<td>October 31, 2019</td>
<td>January 31, 2020</td>
</tr>
</tbody>
</table>

* Bi-Directional Integration of Care and Opioid Response projects require additional reporting semi-annually due to HCA requirements.
# Contract for Agency Services

**CPAA ACH LLC**  
1217 4th Ave E., Suite 200  
Olympia, WA 98506  
(360) 539-7576

- **Contract No:** K2293-38  
- **New Contract:** ✓  
- **Amendment/Modification No:**

## Contractor INFORMATION

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Address</th>
<th>Federal ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Public Health</td>
<td>PO Box 26, South Bend, WA 98586</td>
<td>91-6001356</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Title</th>
<th>Phone Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Goelz</td>
<td>Director</td>
<td>(360) 875-9343</td>
</tr>
</tbody>
</table>

- **Contact’s E-Mail Address:** mgoelz@co.pacific.wa.us  
- **Contact’s Fax Number:** 360-875-9323  
- **Contact’s Phone Number (if different than above):**

## CPAA INFORMATION

- **Contract Title:** Medicaid Transformation Project

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Title</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christina Mitchell</td>
<td>Program Director</td>
<td>360-539-7576 x 131</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact E-Mail Address</th>
<th>Contact’s Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mitchellc@crhn.org">mitchellc@crhn.org</a></td>
<td>360-943-1164</td>
</tr>
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</table>

## CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Funding Level</th>
<th>Effective Dates</th>
<th>Reason for Amendment</th>
<th>Amendment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCA</td>
<td>$84,180</td>
<td>Date of Execution to January 31, 2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Reason for Amendment (if applicable):**
- **Amendment Amount (if applicable):** $
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)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(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;

(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.

(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.
NOTES:

Intent—2014 c 174: See note following RCW 28B.50.902.


Severability—Effective date—1987 c 389: See notes following RCW 41.06.070.