

TO: Interested Organizations

FROM: Jefferson County 1/10th of 1 Percent Sales Tax
collected for Behavioral Health Programs
(Mental Health and Substance Abuse)

DATE: July 31, 2024

RE: Request for Proposals for 2025 and 2026

*Due by 4:30 PM
Wednesday
August 21, 2024*

I. BACKGROUND

In 2005, Washington State legislation sponsored by Senator Hargrove was enacted that authorized Counties to impose a one-tenth-of-one-percent local sales tax to fund new mental health, chemical dependency, and therapeutic court services.

Goals of the Washington State legislation:

1. Reduce negative impacts of mental health and substance abuse on children and families
2. Avoid building more jails and prisons and prevent crime victims
3. Reduce public assistance expenditures and unemployment
4. Reduce homelessness
5. Reduce physical healthcare and emergency room costs
6. Improve recovery and quality of life for those with substance abuse and mental health disorders

The Jefferson County Board of County Commissioners was one of the first in the state to approve the tax in Ordinance No. 08-1003-05, signed October 3, 2005. A Jefferson County Behavioral Health Advisory Committee was formed in order to make recommendations to the Jefferson County Board of Commissioners, (BoCC). The BoCC discusses the recommendations and makes a final decision in an open public meeting.

By enacting this 1/10th of 1 percent sales tax collected for Behavioral Health Programs, the County has enhanced its funding for prevention, diversion, and intervention services that maintain, create, or enhance services for youth and adults who are mentally ill, chemically dependent, or who have co-occurring disorders and help contain or divert the growth of the jail's population.

II. GENERAL INTRODUCTION

The Jefferson County Board of Commissioners is announcing the availability of 1/10th of 1 percent sales tax funds for community grants in 2025 and 2026. This grant opportunity is intended to maintain, create, or enhance local services and programs overseen by the Jefferson County Behavioral Health Advisory Committee.

Note that the awarded funds cannot supplant any other sources of funds or billing currently available for similar services to members of the population under consideration. These funds are not guaranteed to continue at the same rates, nor does the award of this contract guarantee future contracts.

All completed applications received by **4:30 P.M. August 21, 2024** will be reviewed. An RFP Review Panel will evaluate proposals, interview potential Vendors and make funding recommendations to the Behavioral Health Advisory Committee which will in turn make final recommendations to the Jefferson County Board of Commissioners, for their final approval. We reserve the right to modify, reject, or negotiate any proposals submitted with the proposing organization prior to recommendation of funding.

Grants will be awarded ***for a twenty-four-month funding period.***

These are two-year grants with no promise of additional funds. Priorities for future years may change.

III. FOCUS OF RFP

- The Jefferson County 1/10th of 1 percent sales tax fund seeks proposals for services and programs that meet the needs of Jefferson County residents, adhere to the proposal requirements, and criteria described in this document. The County will consider any projects that qualify for 1/10th of 1 percent sales tax funding.
- Funds shall be used for the sole purpose of providing the delivery of substance abuse and/or mental health treatment programs, co-occurring disorder treatment, prevention programs, and for the operation or delivery of therapeutic court programs. Programs and services include but are not limited to treatment services, case management, and housing that are a component of a coordinated substance abuse or mental health treatment program or service (RCW 82.14.460).
- Funds shall be also be used for the sole purpose of providing the delivery of prevention programs that are school based. Programs and services include but are not limited to evidence-based mental health programs focused on youth, mental health and/or substance misuse assessment, counseling, innovative or promising practices designed to address the trauma associated with Adverse Childhood Experiences and to build resilience (RCW 82.14.460).

IV. PRIORITY FUNDING AREAS

- Proposals must demonstrate fidelity to evidence-based standards. If the proposal is for a promising practice or innovative program, it must include a robust evaluation process. *Preference will be given to evidence-based programs that maintain fidelity. Grants will be awarded to organizations submitting proposals that demonstrate an ability to produce results in one or more of the following priority funding areas:*
 1. Community-based prevention/treatment in children's centers, school campuses, or in homes for families & children coping with mental illness or substance abuse in a spouse, a parent, a child, or their own.
 2. Reduce the incident and severity of substance abuse and/or mental health disorders while improving the health status and well-being of those Jefferson County residents through treatment of mental illness, substance use disorder, and co-occurring disorders.
 3. Therapeutic courts: coordinate substance abuse & mental health court referrals, family dependency, housing, and other needs including, but not limited to transportation services within juvenile and adult courts.

4. Divert substance abuse/chemical dependency and mentally ill youth and adults from initial or further criminal justice system involvement.
5. Jails: coordinate and provide substance abuse/chemical dependency and mental health assessment, counseling, treatment, and referral in the jail. Identification and provision of case management-related needs of inmates (e.g. housing, medical, employment) to follow after incarceration.

V. PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS:

- Meet the intent of RCW 82.14.460.
- Provide services that are evidence-based or promising practices. (See definitions in Section VIII.)
- If providing treatment services, ensure appropriate clinical oversight with treatment fidelity documentation.
- Able to participate in quarterly evaluation and accountability activities that demonstrate progress towards contracted results.
- Able to enter into a contract with Jefferson County. (See Exhibit D.)

VI. PROPOSALS WILL BE RANKED BASED ON THE FOLLOWING CRITERIA:

1. Linkage with one or more priority funding areas. (See Page 2-Section IV.)
2. Ability to agree to the terms of the proposed Professional Services Agreement/Contract for the 1/10th of 1 Percent funding. (See Page 13- 29 of this document.)
3. Use of evidence-based or promising practices, ability to produce measurable outcomes (to be included on the logic model in Exhibit B) that significantly contribute to the priority funding areas by the end of the two-year period.
4. Ability to collect, record, query, and report on all data related to service delivery and performance measurement, while ensuring data validity and reliability.
5. Ability to leverage other resources through collaboration with other community providers, foundations, and state and federal grantors.
6. Ability to acquire and track other funding sources that are spent on services; to confirm that other funding sources are exhausted prior to the utilization of these funds, as this funding is payer of last resort.
7. Ability to sustain basic levels of service after the conclusion of the grant period.

VII. USE OF 1/10th of 1 Percent Sales Tax FUNDING

Funds may be used for the following:

- Costs associated with the purchase of professional expertise and technical assistance.
- Prevention services, screening, staff time, case management, and treatment for substance abuse and/or mental health issues.
- Material or items that remove barriers to participating in the service or that meet the unique needs of participants.

Funds may not be used toward any of the following:

- Lobbying.
- Equipment, (there may be an exception for computers.) The purchase of staff time, supplies, materials, or anything else that is not directly associated with the service or program described in the proposal.

VIII. DEFINITIONS

The following definitions relate to key terms in this RFP.

Behavioral health

The prevention, treatment of, and recovery from substance abuse, chemical dependency, mental health and/or problem and pathological gambling disorders. (See WAC [388-877-0200](#).)

Clinical Supervision

Regular and periodic activities performed by an appropriate level professional for clinical staff. Clinical supervision includes review of assessment, diagnostic formulation, treatment planning, and progress toward completion of care, identification of barriers to care, continuation of services, authorization of care, and the direct observation of the delivery of clinical care. (See WAC [388-877-0200](#).)

Clinical Supervisor

A licensed mental health or chemical dependency professional who: (1) has documented competency in clinical supervision; (2) is responsible for monitoring the continued competency of each licensed mental health or chemical dependency treatment provider (respectively) in assessment, treatment, continuing care, transfer, and discharge, where monitoring includes a semi-annual review of a sample of the clinical records kept by the CDP; (3) has not committed, permitted, aided or abetted the commission of an illegal act or unprofessional conduct as defined under RCW 18.130.180; and (4) has access to consultation with one of the following professionals who has at least one year's experience in the direct treatment of individuals who have a mental or emotional disorder: a psychiatrist, a physician, or an advanced registered nurse practitioner (ARNP) who has prescriptive authority. (See WAC [388-865-150](#), [388-877A](#), and [388-877B](#).)

Early Intervention

A service or program that occurs early, when initial signs of a problem behavior or issue of concern are detected.

Evaluation and Accountability

Programs or services implemented under the 1/10th of 1 Percent Sales Tax are monitored by Public Health Program staff.

- Grantees will have an evaluation plan with performance measures developed for each funded proposal. This plan is developed in partnership with Public Health Program staff. The emphasis will be on capturing data at regular intervals that can be used to determine whether sales tax funding met expectations. Evaluation efforts focus on standardized data collection and reporting processes to produce the following types of information:
 - Quantity of services (outputs, inputs)
 - Level of change occurring among participants (outcomes)
 - Return-on-investment (system savings)
 - Adherence to the model (fidelity)

Evidence-Based

Programs, services, strategies, activities, or approaches that have been accepted in the field of mental health, substance abuse, therapeutic courts and demonstrate fidelity to evidence-based standards, which have been shown through scientific research and evaluation to be effective at preventing and/or delaying an untoward outcome.

Promising Programs and Best Practice

Programs services, strategies, activities, or approaches that have some scientific research or data showing positive outcomes in delaying an untoward outcome, but do not yet have enough scientific rigor that provides evidence to support generalizable conclusions.

Short-Term Outcome

Precursors to behavior that have been shown to connect to the ultimate behavior that is desired. For this RFP, each proposal must identify at least one of the following types of outcomes and demonstrate change by December 30, 2026.

- Positive change in the attitude, knowledge, skills, or perceptions of those served.
- Positive change in the behavior, or indicators of intent to behave differently among those served.

Treatment Fidelity

The strategies that monitor and enhance the accuracy and consistency of an intervention to ensure it is implemented as designed, and that each component is delivered in a comparable manner to all study participants over time.

IX. ELIGIBLE APPLICANTS

Entities eligible for funding are: 1) private non-profit organizations meeting the statutory requirements under the IRS 501(C)(3) designation; 2) public non-profit organizations; 3) for profit organizations 4) Indian Tribes located within Jefferson County.

All applicants must have established, appropriate financial internal controls and accounting procedures to assure proper disbursement and accounting of funds provided. Applicants failing to meet these requirements will be ineligible for funding. (See certification section on page 10.)

Applicants must have, or be willing to secure, general and professional liability insurance with coverage for the activities of this grant with a minimum occurrence limit of \$1,000,000. Applicants must show evidence of coverage acceptable to the Jefferson County Risk Management Division prior to receiving grant funds.

X. ADDITIONAL INFO

- Completed applications are due no later than **August 21, 2024 at 4:30 p.m.**
- Grantees will be required to submit back-up documentation with monthly billings along with quarterly data. Back-up documentation may be an invoicing timesheet and/or could include a comparison of outcomes to date with those defined in the proposal, and documentation of outputs on the Logic tables provided by the County. In addition, a yearly program evaluation is required.
- Grantees are expected to use the Client Satisfaction Questionnaire (that will be developed by the Vendor for funded projects), and to ensure completed forms are received quarterly by the County.
- It is expected that there will be considerably more requests for funding than there are funds available. Funding in previous years is no assurance of success in this funding cycle. Funds will be available January 1, 2025.

XI. INSTRUCTIONS

A. PROPOSAL FORMAT

1. Typed, using the application format, answering all questions concisely and completely.
2. Single-spaced, minimum 12-point font.
3. Contents cannot exceed page limits. (See below.)
4. No materials or attachments other than those requested.
5. One electronic copy is to be emailed by the deadline: **August 21, 2024 at 4:30 p.m.to amcenery@co.jefferson.wa.us**

If any of the items listed below are missing or incomplete, the application will be ineligible for consideration. Late applications cannot be considered.

B. Submit fully completed proposal that includes all of the following:

- ☐ Cover letter (no more than one page).
- ☐ Application (no more than ten pages). EXHIBIT A
- ☐ Logic Model (no more than one page). EXHIBIT B
- ☐ Budget Sheet (no more than two pages). EXHIBIT C
- ☐ Certification Sheet (one page). EXHIBIT D
- ☐ Current Board of Directors roster or equivalent.
- ☐ Memorandum of Understanding/Agreement – if more than one organization is submitting a proposal together.
- ☐ Copies of Professional licenses.

APPLICATION
Jefferson County 1/10th of 1 Percent Sales Tax
2025/2026 Request for Proposals

Provide a response to all of the following.

Basic Information

Name of service or program:

Amount of \$ requested:

Anticipated service period (from when, to when):

Sales Tax / Priority Funding Area(s):

Name of applicant organization:

Organization address:

Organization representative contact information (including telephone and email):

Proposal Description

Please Note: It is required that you identify the actual persons who will be performing the work and notify Jefferson County in a timely manner of any staffing changes during the period of the contract. JCPH reserves the right to disqualify the consultant awarded this project if that consultant assigns staff to the contract that are not listed in the proposal without the prior notification of qualifications to JCPH. If the work requires a professional license, a copy of the license is required for this RFP.

Linkage with one or more of the Priority Funding Area(s). (See Page 2-Section IV.)

1. Which priority funding area(s) does your service link up to? Please describe that linkage.
2. What is the population you intend to serve, and what is that population's unmet need or gap in services you propose to address with the grant funding?
3. How will you clinically determine whether an individual has a mental health or chemical dependency disorder, and whether the person is receiving treatment prior to providing services that are components of a coordinated treatment plan for that person?
4. Based on your logic model in Exhibit B, how will providing your service significantly contribute to the priority funding area(s)?
5. If you will provide treatment services, then how will you ensure appropriate clinical supervision with treatment fidelity documentation?
6. How many people in Jefferson County are in need of the service(s) you propose to fund with the grant, and what method are you using to estimate that number?
7. Of those in Jefferson County who need the service(s), how many do you anticipate serving over this 24 month period?

Ability to collect, record, query and report on all data related to service delivery and performance measurement, while ensuring data validity and reliability.

8. What are your data sources and collection methods, and how do you ensure quality is correctly collected and recorded?
9. What methods do you currently use to query and report program data to ensure information is reported in a timely, complete, accurate manner?

Ability to collaborate with other community providers.

10. With which other community providers are you currently collaborating, and what resources are you leveraging through those relationships?
11. If you are not currently collaborating with community partners, how do you propose to leverage those resources?

Ability to leverage other resources

12. What is your ability to acquire and track other funding sources that are spent on services; to confirm that other funding sources are exhausted prior to the utilization of these funds, **(as the 1/10th of 1 Percent funding is seen as the payer of last resort).**

Ability to sustain basic levels of service after the conclusion of the grant period.

13. What is the general purpose of your organization? Briefly describe what other services your organization currently offers in the community.
14. If your organization does not receive this grant, then what level of service will you be able to provide to the target population?
15. What is your organization's plan to secure other funding for this service during the grant period and after the grant concludes?

Evidence-Based Programs:

The Jefferson County Behavioral Health Advisory Committee (BHAC) is committed to supporting programs and organizations who use Evidence-Based programs that have been accepted in the field of mental health, substance abuse, therapeutic courts and demonstrate fidelity to evidence-based standards. Evidence-Based Programs, services, strategies, activities, or approaches are those which have been shown through scientific research and evaluation to be effective at preventing and/or delaying an untoward outcome.

Promising Programs and Best Practice Programs: include services, strategies, activities, or approaches that have some scientific research or data showing positive outcomes in delaying an untoward outcome, but do not yet have enough scientific rigor that provides evidence to support generalizable conclusions. **Promising, best, and innovative practices will be considered for funding, but must include a robust evaluation process. Preference will be given to evidence-based programs that demonstrate fidelity based on project data for fidelity measures.**

Innovative Programs: introduce new ideas, methods and concepts that have not yet been researched. Below is the Narrative Questions you need to answer as part of this RFP:

1. Evidence-Based, Promising, Best, or Innovative Practices (500 words)

- a. What evidence-based, promising, best or innovative practice(s) will you use to serve your target population?
- b. Please describe:
 - *Practice's target population demographics: age, sex, race/ethnicity, geographic location (e.g., area of the County), and disorder type (i.e., mental health, chemical dependency, or both);*
 - *Practice's demonstrated, measurable outcomes;*
 - *Research support for the practice;*
 - *Links to online documents or web pages that provide details.*

Promising, best, and innovative practices will be considered for funding, but must include a robust evaluation process. Preference will be given to evidence-based programs that demonstrate fidelity based on project data for fidelity measures.

Language in the Scoring Form:

2. Evidence-Based, Promising, Best or Innovative Practices:

Identifies practices and includes a robust evaluation process.

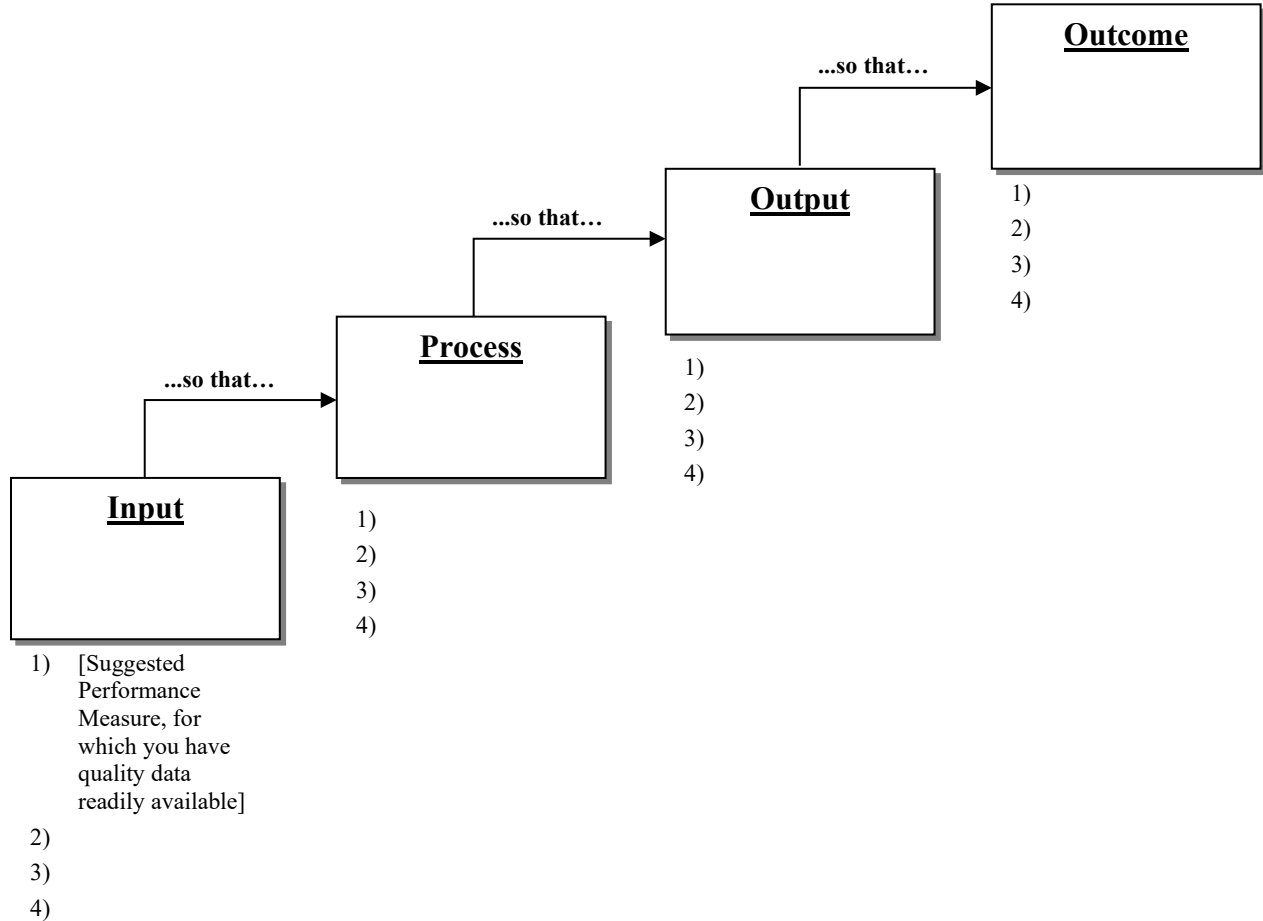
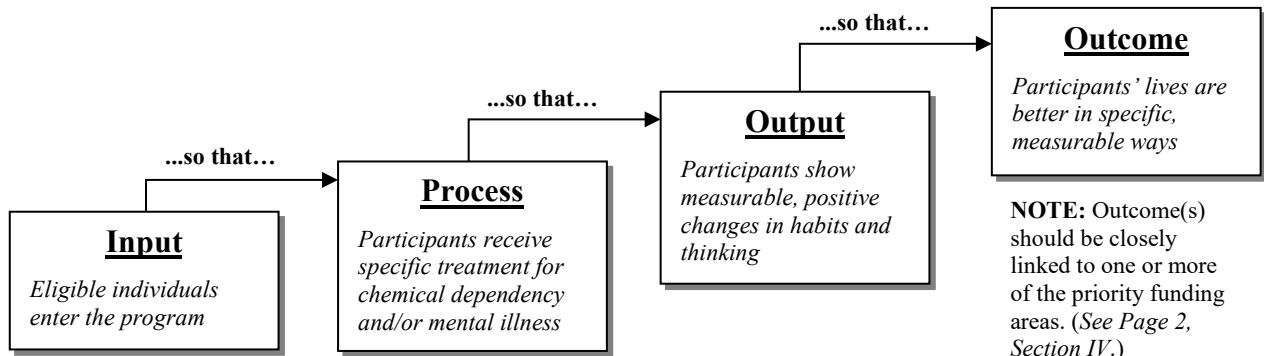
0 = No mention of selected practice.

1 = Listed selected practice but did not provide evaluation outcomes.

5 = Listed the practice, provided evidence of outcomes, but did not include a robust evaluation process.

10 = Detailed description of Evidence-Based or Promising Practice, demonstrates the relationship between the practice and the target population, and includes a robust evaluation process that includes fidelity measures.

By using evidence-based, promising programs, best practices or innovative programs, you must identify and produce measurable outcomes (to be included on the logic model in Exhibit B) and those measures must significantly demonstrate progress in the priority funding areas by the end of the two-year contract.

EXHIBIT B**Logic Model****Jefferson County 1/10th of 1% Sales Tax
2025/2026 Request for Proposals****Name of Program or Service****Example Logic Model**

For additional information on Logic Models: <http://fyi.uwex.edu/programdevelopment/logic-models/>

EXHIBIT C**Budget Sheet**Jefferson County 1/10th of 1% Sales Tax**Request for Proposals**

Please create a budget page for each year you are requesting funding.

PERSONNEL COSTS	REQUESTED FROM SALES TAX	OTHER FUNDING SOURCE	TOTAL BUDGET
FTE & Salaries for each Employee	\$	\$	\$
Benefits for each Employee	\$	\$	\$
OPERATING COSTS			
Supplies/Materials	\$	\$	\$
Travel	\$	\$	\$
Admin-(no more than 10% & please describe what charges are to be included)	\$	\$	\$
OTHER COSTS			
(If Other – Please Describe)	\$	\$	\$
TOTAL COST	\$	\$	\$

Note: Refer to page 3 for use of funding and exclusions. Indirect or administrative costs are allowed. In-kind contributions/match are not required, however the County is interested in the total cost to provide the service or program being proposed.

EXHIBIT D

Certification Sheet
Jefferson County 1/10th of 1% Sales Tax
2025-2026 Request for Proposals

NAME OF AGENCY/ORGANIZATION: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

I HEREBY CERTIFY ON BEHALF OF _____
(APPLICANT AGENCY)

THAT:

1. The organization has attached the documents as specified in the Request for Proposal.
2. The applicant understands that the Public Health Director & Staff will work with the RFP Review Panel who will then advise the Jefferson County Behavioral Health Advisory Committee. The Behavioral Health Advisory Committee in turn will make recommendations to the Jefferson County Board of Commissioners, (BoCC). The BoCC will discuss the recommendations and make a final decision in an open public meeting.
3. If the proposal for funding is approved, then it becomes a part of a contract with Jefferson County and will be paid on a reimbursement basis. The contracts will include non-discrimination language pertaining to employment, service delivery and agency operations.
4. The applicant has or will obtain General Liability insurance of not less than \$1 million per occurrence and \$2 million aggregate, in a combined single limit (CSL) of not less than \$1,000,000. Jefferson County, including their officials and employees, will be named as additional insured on the policy. A certificate of insurance shall be provided as evidence of coverage to the Jefferson County prior to execution of the contract.

The applicant shall also provide evidence that Workers Compensation coverage is in place for their employees where such coverage is required by RCW Title 51.
5. The applicant has accounting and record keeping systems which a) show the purposes for which the funds have been spent; b) will be open for inspection by the county or its agents; c) will be maintained for at least three years following the end of the contract.
6. The individual signing the original certification sheet and application for funding must have legal authority to sign contracts for the organization, binding the organization to the contract.

Name: _____ Title: _____

Signature: _____ Date: _____

PROFESSIONAL SERVICES AGREEMENT FOR
Between
Jefferson County
And
XXXX
For
XXXXXX

THIS PROFESSIONAL SERVICES AGREEMENT (“this Agreement”) is entered into between the County of Jefferson, a municipal corporation (“the County”), and XXXX (“the Contractor”), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following: Provide in Jefferson County, Washington.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit “A” attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on XXXX X, 202X and continue through XXXX X, 202X. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined in Exhibit “A”. Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Contractor shall be made on an hourly basis at the rate as defined in Exhibit “B”, attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$000 (\$00 in 202X and \$00 in 202X) without express written modification of the Agreement signed by the County. The Contractor shall adhere to the budget amounts pursuant to this Agreement as outlined in Exhibit “B”.
 - b. Invoices must be submitted by the 10th of the month for the previous month’s expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit “A” of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor, of the total contract price earned, will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

- d. Contractor shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
 - f. **The County reserves first right to use as match, the Chemical Dependency or Mental Health Treatment Sales and Use Tax, (now known as the 1/10th of 1 Percent Behavioral Health Sales Tax) and the services funded by them for purposes of qualifying for additional funding and grants. The County may allow the Contractor to use the 1/10th of 1 Percent Behavioral Health Sales Tax funds as match, at the County's sole discretion. Should the County decline to use the 1/10th of 1 Percent Behavioral Health Sales Tax funds as match for additional funding and/or grants, then the County may authorize the Contractor to use such funds for match (see ATTACHMENT A).**
 - g. Where Contractor proposes to use 1/10th of 1 Percent Behavioral Health Sales Tax funds for match, Contractor shall be solely responsible for compliance with all state and federal laws and regulations, including, but not limited to DSHS, CMS and MCSR funding rules, applicable to the use of 1/10th of 1 Percent Behavioral Health Sales Tax funds as match. Contractor shall document they have met this responsibility by submitting to the County Administrator, in writing, their match formula, allocation plan and any other documentation required of them pursuant to ATTACHMENT A, attached hereto and incorporated in this Agreement.
 - h. The County may withhold authorization to utilize the 1/10th of 1 Percent, Behavioral Health Sales Tax funds as match. Contractor's failure to provide adequate documentation does not relieve the Contractor of their responsibility to comply with all state and federal laws and regulations related to match.
 - i. The County reserves first right to use as match the 1/10th of 1 Percent, Behavioral Health Sales Tax fund to the County Administrator, in writing, their match formula, allocation plan and any other documentation required of them pursuant to ATTACHMENT A, attached hereto and incorporated in this Agreement.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.

6. Compliance with laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.
9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) non-owned automobiles.

- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
- i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor’s sole expense. The Contractor agrees the Contractor’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above-described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide those thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.

The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time.

Notices to the County shall be sent to the following address:

Jefferson County Public Health Department
Attn: XXXX-DD/BH County Coordinator
615 Sheridan Street
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

ADDRESS

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.

21. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County.

The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
34. Criminal History/Background Check. Each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:
- a. Require that each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
 - b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
 - c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Name of Contractor

, Chair

Contractor Representative (*Please print*)

, Member

(*Signature*)

, Member

Title

Date

Attest:

Carolyn Gallaway,
Clerk of the Board

Date

Approved as to Form Only:

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Date

**EXHIBIT A
SCOPE OF WORK
XXXXXX**

RESPONSIBILITIES:

The County, as administrator of the Behavioral Health- (Mental Health/Substance Abuse) Sales and Use Tax Funds, and XXX agree that XXX will provide services to individuals as described in this Contract, including **EXHIBIT A: Scope of Work: EXHIBIT B: Fee Schedule: and EXHIBIT C: Logic Model and Performance Measures:** and further agrees to comply with the stipulations contained in **ATTACHMENT A** attached hereto and incorporated herein.

XXXX as a contracted provider, agrees to:

EXHIBIT B
BUDGET
XXXXX

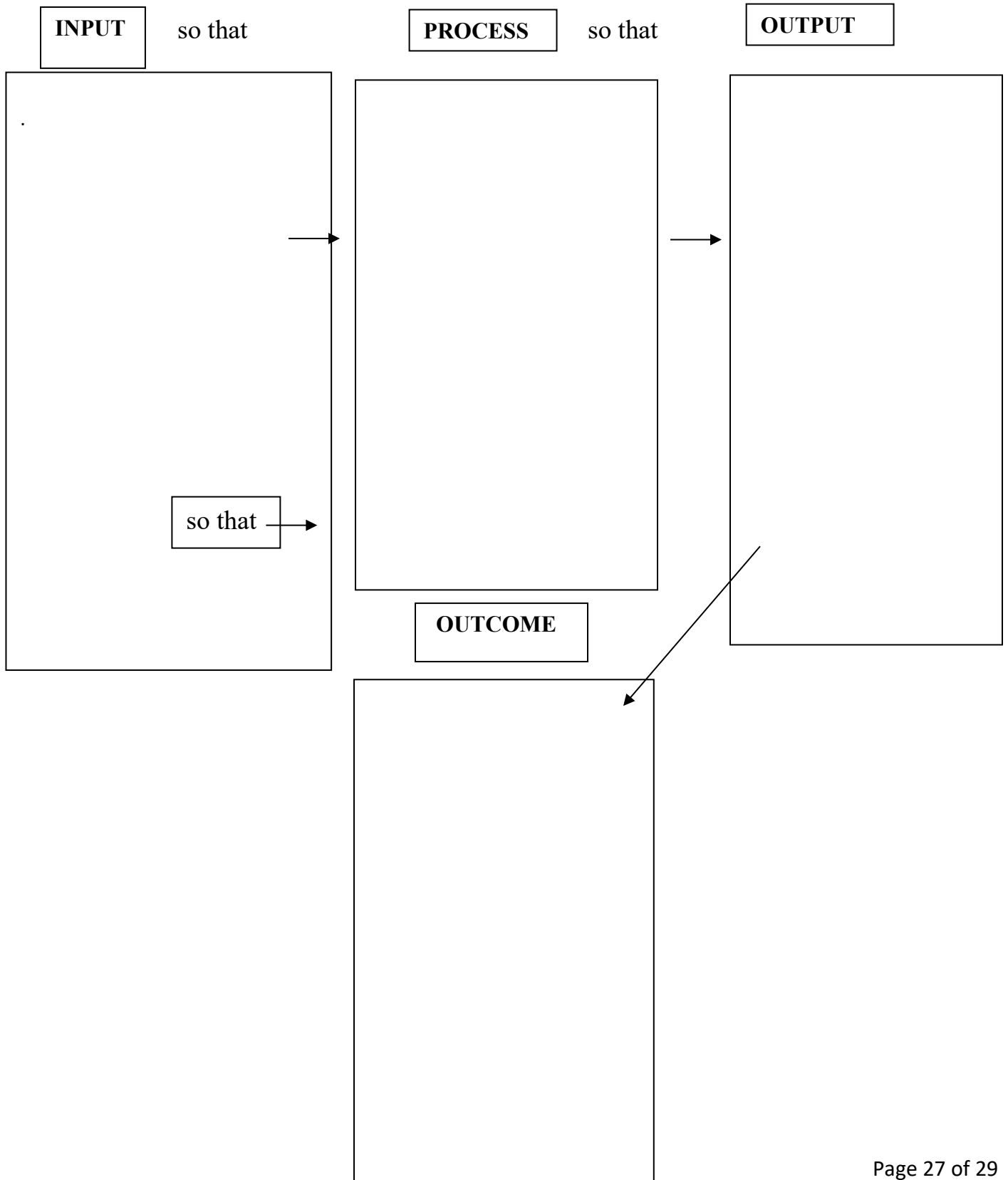
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Not to exceed a total of \$000 for the duration of this contract without express written amendment signed by both parties.

EXHIBIT C

Logic Model

Program: XXXXX



ATTACHMENT A
JEFFERSON COUNTY 1/10th of 1 Percent
BEHAVIORAL HEALTH SALES TAX FUNDING-
MATCH POLICY

Definitions:

Match: is a requirement for the grantee to provide contributions of a specified amount or percentage to match funds provided by another grantor. Matching can be in the form of cash or in-kind contributions.

Regulations: The specific requirements for matching funds are unique to each federal or state program. The A-102 Common Rule provides criteria for acceptable costs and contributions in regard to match.

Jefferson County Policy:

In 2005, the Washington State Legislature created an option for counties to raise the local sales tax by 0.1 percent, (the 1/10th of 1 Percent sales tax initiative) to augment state funding for behavioral health treatment. Jefferson County collects and distributes the 1/10th of 1 Percent Behavioral Health Sales Tax fund. Services purchased by the County are allocated through a formal Request for Proposal (RFP) process, review and contracting; staffed by Jefferson County Public Health, overseen by Jefferson County Behavioral Health Advisory Committee and adopted by the Board of County Commissioners, (BoCC). BoCC does not assume any fiscal responsibility/liability for any of the Contractors they contract for services with.

Jefferson County reserves the first right to use as match the 1/10th of 1 Percent Behavioral Health Sales Tax funds and the services funded by them for purposes of qualifying for additional funding and grants. County may make available to the Contractor the 1/10th of 1 Percent Behavioral Health Sales Tax funds for the Contractor to propose as match to state, federal or other entities, at the County's sole discretion. Contractor shall not use the 1/10th of 1 Percent Behavioral Health Sales Tax funds for match without prior authorization by the Jefferson County Administrator and County fiscal team. To request authorization of availability of the funds for match, Contractor must apply to the County Administrator in writing, and include their match formula and allocation plan and may include other documentation to support their request. The County Administrator will authorize or deny the availability of match funds in writing within 30 days of the application.

If the County informs the Contractor of the availability of the 1/10th of 1 Percent Behavioral Health Sales Tax funds for match, then the Contractor shall be solely responsible for compliance with all state and federal laws and regulations, including, but not limited to DSHS, CMS and BIRR funding rules, applicable to the use of 1/10th of 1 Percent Behavioral Health Sales Tax funds as match. Following state, federal and local guidelines for match is the responsibility of the Contractor.

For example, if a Contractor provides Title XIX Medicaid services (the Policy 19.50.02 or 42CFR 430.30) they are required by those rules to actually bill Medicaid for the services at the same time. If no Medicaid billing exists, the match would not comply with state and federal guidelines for match. Concurrent with its request for authorization of the availability of match, Contractor shall document it has met its responsibility to follow state, federal and local guidelines for match by submitting in writing to the County Administrator their match formula, allocation plan, and other documentation made mandatory pursuant to this Agreement and this Attachment A. At a minimum, the Contractor shall also provide the following to the County Administrator:

1. DSHS requires contractors to complete and submit a “Local Match Certification” form (DSHS 06-155) or a form that has equivalent data elements prior to any agreement for DSHS services. Submit a copy of this application and form when requesting match availability from the County and at each monthly billing.
2. Submit the current administrative policy within WA State regulating your services and the use of local match.
3. Submit to the County your last financial audit showing your use of match, County funds and tracking systems.
4. Submit to the County the terms of the agreement showing the MH/SA allocation is an allowable source of match.
5. Provide documentation that your financial reporting system tracks matching funds at a level that meets the level of documentation required by federal or state statutes.

The County may reject permission for Contractor to utilize the 1/10th of 1 Percent Behavioral Health Sales Tax funding as match.