

**CONTRACT
BETWEEN**

CLARK COUNTY, Department of Community Services
PO Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130

AND

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Ave
Vancouver WA 98661

Program/Services Being Funded: Healthy Living Collaborative – Community Health Workers

Period of Performance: May 1, 2014 – April 30, 2015

Contract Period: May 1, 2014 – May 31, 2015

Budget Authority: \$50,000

Funding Source: Administration (Fund 1935)

Contractor Contact	County Program Contact	County Fiscal Contact
Gavin Hottman (360) 750-7500 gavin.hottman@esd112.org	Vanessa Gaston (360) 397-2130 x 7821 Vanessa.gaston@clark.wa.gov	Ryan Treglown (360) 397-2075 x 7815 Ryan.treglown@clark.wa.gov

This Contract consists of the following exhibits:
Special Terms and Conditions
Statement of Work

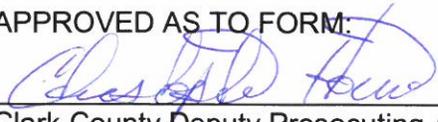
Clark County and Educational Service District 112 (the Contractor) agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:



Mark McCauley, County Administrator

Date: 6/24/14

APPROVED AS TO FORM:


Clark County Deputy Prosecuting Attorney

FOR EDUCATIONAL SERVICE DISTRICT 112:



Signature

Superintendent

Title

Date: 6/19/14

SPECIAL TERMS AND CONDITIONS

1. APPLICABLE REGULATIONS

The Contractor shall provide services in compliance with the Contract, County policies and procedures, related applicable state laws and regulations and any subsequent legislation and or amendments thereto.

2. BACKGROUND CHECKS

The Contractor shall conduct a background check for all staff members, subcontractors, and volunteers who have unsupervised access to children, adolescents or vulnerable adults, in compliance with Revised Code of Washington (RCW) 43.43, which requires criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

3. CLIENT PRIVACY AND CONFIDENTIALITY

A. Confidentiality

- i. The Contractor shall have internal policies and procedures related to the privacy and the security of health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies compliance with the applicable state and federal laws, and state privacy regulations.
- ii. The Contractor shall provide to the County certification by the Executive Director certifying that the Contractor has on file a statement of confidentiality for each of the Contractor's staff or subcontractor. That statement must be signed by the staff member, or subcontractor, and attested to by a witness's signature, acknowledging that the provider understands and agrees to follow all regulations on confidentiality. The Certification is due within 60 days of signing this Contract.

B. Personal information

- i. Personal information collected, used or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons the personal information without express written consent of the client or as provided by law. The written consent must include what client information may be shared and to whom or which agencies/businesses. The Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.
- ii. Personal information includes but is not limited to information that would identify an individual's health, education, business, use or receipt of governmental services, names, addresses, age, telephone numbers, social security numbers, driver's license numbers and finances including financial profiles, credit card numbers or other identifying numbers.

iii. The County reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor. Failure to properly maintain clients' private information could result in termination of the contract or subcontract. The Contractor agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to the Contractor's unauthorized use of personal information.

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

A. The Contractor certifies, by signing this Contract, that neither it nor its principals, officers, employees and subcontractor(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. The Contractor shall provide certification of the above to the County within thirty days of the start of this Contract, and maintain evidence of compliance in personnel files or with the subcontractor's documents.

5. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination policies, to the extent that they are applicable to this Contract, as well those delineated in the County Basic Interagency Agreement. This includes Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; and titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

6. DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

A. The Basic Interagency Agreement with Clark County

B. State of Washington, Department of Health Grant # _____ with Clark County Public Health

7. DUPLICATION OF COSTS

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

8. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

9. EMPLOYMENT VERIFICATION PROGRAM

The Contractor shall register with the Department of Homeland Security (DHS) E-Verify program prior to starting work under this Contract. The Contractor shall enter into a Memorandum of Understanding (MOU) with the DHS E-Verify program, and submit the MOU to the County. When new employees are hired, the Contractor shall update the information on the E-Verify website, and at the end of the Contract, the Contractor shall submit the written documentation of the authorized employment status of their employees and those of any sub-contractor(s) assigned to the Contract. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify.

10. FISCAL AUDIT

- A. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
- B. The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - i. Non-Profit Contractors – A Statement of Financial Position and Statement of Activities. A Statement of Changes in Net Assets and the Statement of Cash Flows shall also be provided at mid-point, if available. If not, at the end of the Contractor's fiscal year.
 - ii. For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - iii. Public Entities are exempt from the semi-annual financial reporting requirement.
- C. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.
- D. If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report may be required.

- i. Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 - ii. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- E. If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

11. INSURANCE

- A. The Contractor shall provide to the County a certificate showing general commercial liability insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 per general aggregate limit, with a maximum deductible of \$5,000. If the Contractor uses motor vehicles in conducting activities under this Contract, the Contractor shall provide liability insurance covering bodily injury and property damage through a commercial insurance policy. This insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability, and property damage liability and \$1,000,000 per general aggregate limit.
- B. The Contractor shall ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be covered by fidelity insurance to provide protection against loss in an amount not less than \$50,000. The insurance must be secured for the term of the contract and must name the County as beneficiary. The certificate shall show the insurance coverage, the designated beneficiaries, covered parties, and the amounts, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
- C. The Contractor shall provide proof of insurance on an ACORD Certificate(s) of Liability Insurance form, which the Contractor shall provide to the County not later than 30 days following the effective date of this Agreement, or shall provide evidence of self-insurance. Each certificate shall show the coverage, deductible, policy period and amount of coverage, and shall name Clark County as an additional insured. Certificates shall be endorsed to state that coverage will not be suspended, voided,

canceled, or reduced without a 30 day written notice by certified mail (return receipt requested) to the County. Cancellation of a policy is grounds for termination of the Contract.

12. LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure compliance with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency.

13. MONITORING

In addition to the requirements in the County Basic Interagency Agreement, the Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this Contract and/or service performed under this Contract so that the County can comply with OMB circulars and state and federal grant requirements for monitoring. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Contract.

14. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

15. PERFORMANCE STANDARDS

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, additional requirements contained in the Statement of Work of this Contract, and any other standards or criteria established by the County to assure quality of services necessary for the performance of this Contract.

16. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

- A. Subject to its other provisions, the Period of Performance is as shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the Period of Performance, and billings shall be submitted in accordance with the schedule in the Payment Procedures section, above.
- B. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.
- C. The County reserves the right to offer a new contract upon satisfactory Contractor performance.

17. RECORDS RETENTION

The Contractor shall retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of six years from the end of this Contract. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

18. TERMINATION

- A. Termination of this Contract shall follow the provisions of the Basic Interagency Agreement unless the termination occurs for convenience in which case the procedure below shall be followed.
- B. If the County receives fewer funds than anticipated from the funding sources for this Contract, the County will allocate the reduction proportionately among the Community Funds contractors.
- C. Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- D. Termination for Convenience. Except as otherwise provided in this Contract, the County may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

STATEMENT OF WORK
Educational Service District 112
Healthy Living Collaborative

CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BARS CODE	FUNDING
<u>Personnel Costs:</u> Executive Director Position	Block Grant	Fund 1935		\$20,000
<u>Planning Costs</u> Develop a test-site plan using Community Health Workers to be able to implement the coordinated care of high-utilizers to include an outline of the expected magnitude of resources required to ensure successful implementation. <u>Operating Costs:</u> Research of local and state models, stakeholder engagement & other convening costs associated with key informant research and partner outreach & engagement.	Block Grant	Fund 1935		\$23,000
Indirect Rate 14%				\$7,000
Total				\$50,000

A. PROGRAM DESCRIPTION

People in Southwest Washington who have the highest levels of health disparities are often the most difficult to reach. Generational poverty, obesity, substance use, mental health disorder, and preventable chronic disease are interrelated and present complex challenges to ensuring health equity. The Healthy Living Collaborative of Southwest Washington (SWHLC) is comprised of partners from multiple sectors across Southwest Washington including ESD 112 and the County.

The Collaborative members joined together to support community-based solutions that work to build health in policies and systems to address root causes that lead to unhealthy behaviors or circumstances that keep people in poverty. SWHLC will improve health equity in amongst the most vulnerable populations that have extensive intergenerational poverty by addressing primary risk factors leading to poor health outcomes, and aims to strengthen families and communities by integrating systems that address clinical, behavioral, and social barriers using community based prevention strategies.

The Collaborative will develop a plan for using community health workers for a coordinated care pilot for high utilizers.

B. SERVICES PROVIDED / ANNUAL GOALS:

ESD 112 has hired an Executive Director for the Collaborative, and the Executive Director will take lead convening cross-sector partners to design a plan that will lead to a test-site for multidisciplinary CHW's that are a trusted source of support to coordinate care for high-utilizers of physical and behavioral health who may need other social service supports. The test site plan will be designed to secure the needed resources to use CHW's that develop individualized care plans that are monitored based on the specific needs of high-utilizers in partnerships with health care delivery systems, education, criminal justice, economic, housing, and other social and human service agencies. The following activities will take place for Clark County;

1. Lead the planning and assist in the design of a model test site of coordinated care for specific high-utilizer of physical and behavioral health populations in Clark County to be implemented once appropriated resources are secured;
2. Convene stakeholders and community members that support vulnerable populations especially those partners with existing Community Health Workers to gather existing strategies in the community to build from and determine how to best get a targeted population of high-utilizers and families in poverty connected with basic resources that support neighborhood health;
3. The planning process will determine how many CHW's will be needed for the test site, operational costs for implementation, state and local training workforce development need, what existing programs to build from, and how to measure success.
4. A final test-site plan will be submitted once agreed upon by key partners and stakeholders in order to secure the appropriate resources for successful implementation.
4. Work with the Community Linkages workgroup of the Collaborative to begin the planning for an establishment of a regional network of practicing CHW's that:
 - a. Advocate for workforce development in Southwest Washington related to the CHW skill set;
 - b. Raise awareness among local systems of care about the value that local CHW activities add to these systems.
5. Engage with the partners in the Collaborative regarding regional coordination and planning that:
 - a. Develops a replicable model for establishing CHWs in a variety of community settings;
 - b. Increases knowledge of how this model interfaces with various health and wellness systems to impact shared health improvement goals;
 - c. Engages ongoing support from public and private sectors in managing the development of how CHWs are deployed and supported in Southwest Washington;
 - d. Leads policy, system, and environmental change strategies in our region and across the state that effectively use CHWs to support the triple aim of health care reform.

- e. Identifies policy issues related to scope and standards of practice and sustainable financing.
6. The intended outcome of these activities is to:
- a. Increase healthy communities;
 - b. Provide people prevention and early mitigation of disease and behavioral health disorders throughout their life course;
 - c. Increase the community capacity of neighborhood-based CHWs to build community engagement, link community resources, and improve health outcomes;
 - d. Increase neighborhood opportunities in the areas of chronic disease prevention, early intervention for mental health disorders, substance-free living, housing, safety, and social connections as determined by the community.

C. PROGRAM REPORTING

The Contractor will provide three reports along with a Year-end Narrative Report. The reports will include the results of the activities listed under Services and Program Development and Coordination.

Reports shall be submitted by the following dates:

- o Report #1(A plan outlining how CHWs will be selected, trained, and supervised): September 30, 2014
- o Report #2 (A plan for working in collaboration with the Regional Health Alliance in designing the pilot): December 31, 2014
- o Report #3 (An implementation plan that identifies when CHWs will start and magnitude of resources needed to fully implement): March 31, 2015
- o Contract end narrative: April 30, 2015

D. PAYMENT PROCEDURES AND REIMBURSEMENT TO CONTRACTOR

The Contractor shall bill in accordance with these Payment Procedures in amounts not to exceed those shown on the Budget Summary. The County will review and approve of supporting documentation as described in this section, and will pay for the services described, in accordance with the following provisions:

1. Contractor shall submit three signed invoices that includes the Contractor's name, address, contract number, and month of service.
2. To receive payment for the statement of work, the Contractor shall submit a summary of expenses incurred, accompanied by general ledger detail if available, otherwise copies of original receipts must be provided. For direct costs the detail will include:
 - a. Salaries and benefits: Names of employees, salary and benefits paid, and dates;
 - b. Other direct costs: Include vendor names, dates of service and amount.
3. Payment to the Contractor shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.

4. If the Contractor allocates costs, a copy of an allocation method or plan shall be submitted to the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be made in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - a. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
 - b. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

5. The County will reimburse the Contractor for:

- a. Personnel Costs

Please note: If applicable, finance salaries must be submitted as administrative costs, and will not be paid with program dollars.

- b. Operating Costs: Mileage, telephone, supplies, staff travel, other operating costs associated with planning of coordinated care of high utilizers.

Please note:

- Volunteer recruitment expenses can be reimbursed as Program operating costs, however volunteer recognition expenses, if applicable, must be reimbursed using Administrative funds.
- If requesting payment for employee reimbursement costs for anything other than out of town travel meals, please include copies of mileage logs and receipts supporting the costs shown (general ledger detail does not include the vendor names, dates of purchase and individual amounts). When traveling out of the area, food costs shall be reimbursed at the Clark County per diem rates and meeting agendas must be attached to reimbursement requests.