

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Services

DATE: 09/14/16

REQUESTED ACTION: That the County Manager approve a new contract with Daybreak Youth Services.

Consent Hearing County Manager

BACKGROUND

This contract will provide funding in the amount of \$256,250 to Daybreak Youth Services for the renovation and expansion of its behavioral health residential treatment facility located at 11910 NE 154th Street, Brush Prairie, WA 98606. In addition, the contract will provide funding in the amount of \$15,000 for youth outpatient treatment services at the expanded facility, for a total contract amount not to exceed \$271,250.

- This is a new program, although the Contractor provided these services under previous contract with Clark County until March 31, 2016.
- This is a continuation of an existing program

COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$271,250 (Local funds dedicated to a special purpose)
Grant Fund Dollar Amount	N/A
Accounts	Fund 1952 (Mental Health) Fund 1954 (Alcohol and Drug)
Company Name	Daybreak Youth Services (Contract 2016-BH2-05)

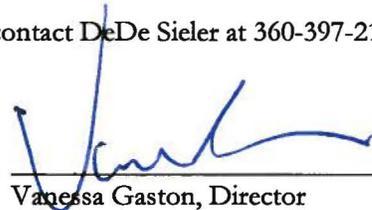
DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

For questions regarding this proposed action, please contact DeDe Sieler at 360-397-2130.

 09/14/16

Lynn Mueller, Senior Management Analyst

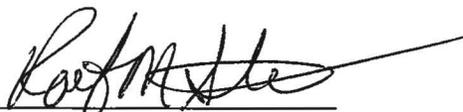


Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

for 
APPROVED: _____
Mark McCauley, County Manager

DATE: 9/19/16

BUDGET IMPACT ATTACHMENT – NONE

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$0	\$0	\$0	\$0	\$0	\$0

CONTRACT #2016-BH2-05

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

DAYBREAK YOUTH SERVICES

906 E. Third Avenue, Spokane, WA 99202

Program: Behavioral Health Treatment Facility Renovations and Treatment Services

Contract Period: July 1, 2016 through December 31, 2017

Contract Amount: \$271,250

Funding Sources: Fund 1952 – Mental Health
Fund 1954 – Alcohol and Drug

DUNS Number: 118948546

CFDA Numbers: N/A

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Annette Klinefelter 509-661-0851 aklinefelter@daybreakinfo.org	Gretchen Hoffman 509-444-7033 ghoffman@daybreakinfo.org	DeDe Sieler 360-397-2075 x 7823 dede.sielier@clark.wa.gov	Ryan Treglown 360-397-2075 x 7815 ryan.treglown@clark.wa.gov

Clark County, hereinafter referred to as the "County," and Daybreak Youth Services, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County Basic Interagency Agreement and this Contract Modification by signing below:

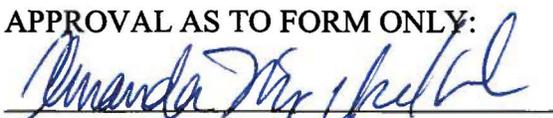
FOR CLARK COUNTY:

FOR DAYBREAK YOUTH SERVICES:


 Mark McCauley, County Manager
 9/19/16
 Date


 Annette Klinefelter, Executive Director
 9-12-16
 Date

APPROVAL AS TO FORM ONLY:


 Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2016-BH2-05
 DAYBREAK YOUTH SERVICES**

SOW	SERVICES	PAYMENT TYPE	REVENUE SOURCE	BUDGET
1	Facility Renovations	Block Grant	Fund 1952	\$250,000
	Construction Bond	Cost Reimbursement		\$6,250
2	Youth Outpatient Treatment Services	Fee-for-Service	Fund 1954	\$15,000
CONTRACT TOTAL				\$271,250

**STATEMENT OF WORK #1
CONTRACT #2016-BH2-05
DAYBREAK YOUTH SERVICES**

SERVICES	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Facility Renovations	Block Grant	Fund 1952	\$ 250,000
Construction Bond	Cost Reimbursement		\$6,250
STATEMENT OF WORK TOTAL			\$ 256,250

1. OVERVIEW

The Contractor is expanding its behavioral health residential treatment facility which will be located at 11910 NE 154th Street, Brush Prairie, WA 98606. This Statement of Work commits \$250,000 in funding for construction at this facility and up to \$6,250 for a construction bond to protect the County's interests in the project. This project is being funded by Clark County's Sales and Use Tax pursuant to the Revised Code of Washington, Section 82.14.460. The Project Budget and an initial construction quote for the facility renovations are attached hereto as Exhibit A.

2. REQUIREMENTS

The Contractor shall ensure that facility renovations are completed in a timely manner and that a Certificate of Occupancy is issued for the facility by no later than **February 1, 2017**. Thereafter, the Contractor shall operate a residential treatment facility at this location pursuant to and in compliance with Washington Administrative Code, Section 246-337.

3. PAYMENT PROVISIONS

3.1. Payment for the Facility Renovations shall be made as a block grant upon submittal to the County of an invoice and a Construction "Subdivision" Bond in the amount of \$250,000. Payment for the bond costs shall be made on a cost-reimbursement basis upon submittal to the County of an invoice and supporting documentation showing the cost of the actual bond. Payment shall be made in accordance with the Payment and Billing Provisions in this Contract's Special Terms and Conditions and shall not exceed **\$256,250**.

3.2. In the event that the project does not receive a Certificate of Occupancy by **February 1, 2017**, the Contractor shall repay the \$250,000 block grant to the County no later than **May 1, 2017**. In the event of construction delays due to weather or other factors outside the Contractor's control, the Contractor may request an extension in writing. The County shall consider all requests for extension and signify any approval in writing.

**STATEMENT OF WORK #2
CONTRACT #2016-BH2-05
DAYBREAK YOUTH SERVICES**

SERVICES	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Youth Outpatient Treatment Services	Fee-for-Service	Fund 1954	\$15,000

1. REQUIREMENTS

The Contractor shall provide behavioral health outpatient treatment services to youth and young adults in accordance with the guidelines set forth in Exhibit B.

2. ELIGIBILITY

- 2.1. Funding for this Contract is intended to pay for treatment services for low-income youth and young adults in Clark County who are living at or below 220% of the Federal Poverty Level.
- 2.2. For purposes of this Contract, a youth is defined as a person between the ages of 10 and 17. A “young adult” is defined as a person between the ages of 18 and 21.
- 2.3. Exceptions to these eligibility criteria may be made with written approval by the County.

3. PAYMENT PROVISIONS

- 3.1. As the payer of last resort for these outpatient treatment services, the County will not reimburse the Contractor for any eligible services that would otherwise be covered by MCOs, BH-ASOs, or other insurance companies. Provider shall be required to submit to the County written evidence with each monthly invoice that its claims were filed and then denied by an MCO, BH-ASO, or commercial insurance company prior to requesting payment by the County.
- 3.2. The Contractor shall assess each consumer’s eligibility for third-party coverage and will bill Clark County only for costs that are not covered by a third party. For each consumer, the Contractor shall document its efforts to determine insurance coverage and agrees to allow the County to audit its billing records for proof of said efforts. The Contractor’s failure to adequately document consumer coverage will result in a denial of payment or, in the event that payment has already been made, a demand for repayment.
- 3.3. Prior to any extension of this agreement, the Contractor agrees to provide the County with a copy of its contracts with the MCOs and the BH-ASO for the contract extension period.

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) 43.43.830, 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. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

3.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. 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 Title 2 CFR Part 180.995.

3.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:

- Checking the federal Excluded Parties List System (EPLS) at sam.gov
- Collecting a certification from the person or party; or
- Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of

Federal Regulations Part 180

- 3.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
- 3.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

4. CONTRACT PERIOD

Subject to its other provisions, no services are to be provided under this Contract outside the Contract Period shown on the first page unless the Contract is modified in writing and approved by both parties.

5. EMPLOYMENT VERIFICATION PROGRAM

- 5.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
- 5.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.

- 5.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any subcontractors assigned to the perform work under the Contract.
- 5.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

6. FISCAL REQUIREMENTS

- 6.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.
- 6.2. The Contractor shall adhere to 2 C.F.R. Part 200 for cost principles and federal award requirements.
- 6.3. If the Contractor (1) expends \$750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Title 2 C.F.R §200.508.
- 6.4. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
- 6.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
 - 6.5.1. Non-Profit Contractors and Public Entities - The audit report must meet Title 2 C.F.R §200 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. Title 2 C.F.R §200 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s)

being audited. Title 2 C.F.R §200 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.

6.5.2. 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 (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

6.6. If there is no audit requirement, the Contractor shall submit to the County 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:

6.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

6.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.

6.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.

7. INSURANCE

7.1. COMMERCIAL GENERAL LIABILITY

The Contractor shall provide the County with proof of \$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. In no event shall the deductible exceed \$25,000. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability, or cross liability. The Contractor agrees that its policy is primary and also waives its right of subrogation.

The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured -

Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured - Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured - Owners, Contractor - Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

7.2. AUTOMOBILITY LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the County with proof of \$1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. If vehicles are not used, the Contractor shall provide the County with a written declaration, on company letterhead, that no vehicles will be used in the performance of the Contract.

7.3. FIDELITY INSURANCE

If the Contractor receives \$10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be either \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

7.4. PROFESSIONAL LIABILITY

If the Contractor provides professional services under this Contract, the Contractor shall obtain and maintain a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the contract or completion of the project. Moreover, the Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain professional liability/errors and omissions insurance.

7.5. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on its premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates shall be

- A payment request form
 - The signature of a duly-authorized individual
- 10.2 For the Contractor's facility renovations, the County shall make a single, block grant payment to the Contractor in an amount not to exceed that shown in the Statement of Work.
 - 10.3 The Contractor shall be reimbursed for the amount of the construction bond required by this Contract in an amount not to exceed that shown in the Statement of Work.
 - 10.4 For outpatient treatment services, the Contractor will be paid on a fee-for-service basis pursuant to the Clark County Fee Schedule which is attached hereto as Exhibit C and/or any other fees specified in this Contract.
 - 10.5 The Clark County Fee Schedule is subject to periodic adjustment based on the rate of inflation and available funding. In the event that the Fee Schedule is adjusted, notice shall be provided to the Contractor by mail or email and will not require a formal contract modification.
 - 10.6 If a contract exists between the Contractor and an underinsured patient's insurance company, the following applies: The County will pay the Contractor the amount that is the patient's responsibility according to the patient's insurance plan.
 - 10.7 If no contract exists between the Contractor and the insurance company, the following applies: The County will pay for covered and non-covered services at the rates set forth in the Clark County Fee Schedule, Exhibit C, as amended. Any payment provided by the patient's insurance company will be applied against the amount due per the Clark County Fee Schedule. If the amount paid by the insurance company exceeds the rate set forth in the Clark County Fee Schedule, the patient's responsibility shall be zero and there shall be no additional payment from the County.
 - 10.8 The Contractor shall maintain and submit adequate records to justify the reimbursements being requested. The Contractor is responsible for controlling admissions to ensure it does not to exceed the amount shown in the Statement of Work.
 - 10.9 Unless otherwise specified in this Contract, the County shall not pay any claims for services submitted more than ninety (90) days after the calendar month in which the services were performed.
 - 10.10 The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties.
 - 10.11 The County will review monthly the utilization of Contract funds. If Contract funds are being underutilized, the County may, at its sole discretion, modify the Contract to reallocate funds and/or reduce the amount of this Contract.

10.12. The Contractor shall complete a calendar year closeout process by January 25th of each year billing for all eligible expenses or funds earned during that previous calendar year. This is necessary because the County's fiscal year is based on the calendar year and the County is required to close its fiscal records for each previous calendar year in January.

11. RECORDS RETENTION

During the term of the Contract and for six (6) years following the termination or expiration of the Contract, the parties shall maintain their records sufficient to the following purposes:

- 11.1. Document performance of all acts required by the Contract and applicable statutes, regulations, and rules.
- 11.2. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures and payments.
- 11.3. If any litigation, audit or bankruptcy is initiated, 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.
- 11.4. Any record with a longer retention schedule for purposes of public records disclosure required by the Revised Code of Washington (RCW).

12. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to, the Contractor's requirements in regard to records retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, and insurance provisions for potential claims through their statute of limitations, including tolling.

13. TERMINATION

- 13.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 13.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 13.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by

providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

- 13.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause, any time by providing no fewer than ten (10) calendar days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 13.3. 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.
- 13.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

Business Associate Agreement and Qualified Service Organization Agreement
between
Clark County Department of Community Services
and
Daybreak Youth Services

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA), (the “Agreement”), is entered into between **Clark County**, by and through its Department of Community Services (the “Covered Entity”), and **Daybreak Youth Services** (the “Business Associate”).

Recitals

A. Business Associate provides behavioral health services. The provision of these services may, at certain times, involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which the Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** “Designated Record Set” shall have the same meaning as

the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is required by law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such

PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the

Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

3.12 Performance of Covered Entity's Obligations. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligation.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized

access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity consumer records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's consumer identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, re-disclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to consumer records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be

unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County
 Department of Community Services
 Attn.: Contract Section
 P.O. Box 5000
 Vancouver, WA 98666

If to Business Associate: Daybreak Youth Services
 Attn.: Annette Klinefelter, Executive Director
 906 E. Third Avenue
 Spokane, WA 99202

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

EXHIBIT A

PROJECT BUDGET AND CONSTRUCTION QUOTE

Daybreak Youth Services
Help the Children Capital Campaign
Project Expenses & Revenue as of 6.27.16

Campaign Expenses

Hard Costs

Land Acquisition	\$ 5,100,000
Construction	\$ 2,764,200
Septic System	\$ 160,000
Parking Lot and Landscaping	\$ 150,000

Soft Costs

Architectural Fees	\$ 170,242
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Furniture & Furnishings

Beds, wardrobes, couches, dining tables, chairs, office furnishings, etc.	\$ 200,000
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Contingency

5%	\$ 316,000
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Total Campaign Expenses \$ 8,860,442

Campaign Revenue

Secured

State Appropriations	\$ 1,937,000
Individual Donors - Clark County Campaign	\$ 995,800
Daybreak's Board Approved Investment	\$ 1,674,000

Total "Secured" Revenue \$ 4,606,800

Pending

M. J. Murdock Charitable Trust	\$ 350,000
Firstenburg Foundation	\$ 200,000
Community Foundation for Southwest WA	\$ 50,000
Clark County Funding	\$ 250,000

Total "Pending" Revenue \$ 850,000

Future Asks/In Process

Other Foundation Proposals	\$ 150,000
Individual Donors - Remaining Clark County Campaign	\$ 500,000
Remaining Statewide Appeal (Spokane and Seattle)	\$ 2,753,642

Total "Future Asks" Revenue to relieve Bridge Loan \$ 3,403,642

Total Campaign Revenue \$ 8,860,442

Daybreak
Feasibility Budget

Project name Daybreak

Description	Quantity						Total
		Labor	Material	Subcontract	Equipment	Other	
		Amount	Amount	Amount	Amount	Amount	Amount
1.000 GENERAL REQUIREMENTS							
1.040	Builds Risk Incur					5,515	5,515
1.095	Superint Proj Mgr	2,569					2,569
1.100	Supervision	78,884					78,884
WORKING JOB SITE FOREMAN TO COORDINATE ALL WORK							
1.250	Reproduction					507	507
COST OF REPRODUCING DRAWINGS, PROJECT MANUALS AND OTHER DOCUMENTATION							
1.350	Setup	10,153					10,153
MOBILIZATION, DEMOBILIZATION, MATERIAL DELIVERIES, AND TOOL TRAILER							
1.380	Layoff	2,031					2,031
1.514	Temp Phone					2,831	2,831
1.516	Temp Toilet					1,955	1,955
1.535	Temp Barricades	1,133					1,133
1.539	Weather Protection					3,389	3,389
1.580	Project Sign	503	507				1,010
1.648	Equipment Rental				11,331		11,331
EQUIPMENT RENTAL COSTS FOR EQUIPMENT RSV DOES NOT OWN							
1.710	Progressive Cleanup	12,601					12,601
PROGRESSIVE CLEANUP OF CONSTRUCTION DEBRIS							
1.715	Final Cleanup			6,238			6,238
JANITORIAL SERVICE FOR FINAL CLEANUP PRIOR TO MOVE IN							
GENERAL REQUIREMENTS		107,938	567	6,238	11,331	14,268	140,341
2.000 SITEWORK							
2.200	Sitework Sub				87,447		87,447
INCLUDES SWEEPING OF PARKING LOT, ROCK AT SLAB IN FALL, SEPTIC UPGRADES, CHARLONK FENCING							
SITEWORK					87,447		87,447
3.000 CONCRETE							
3.800	Concrete Accessories		1,133				1,133
3.120	Slab On Grade-Interior	8,728	17,450				26,178
3.127	Green Cutting	864					864
3.200	Supply Rebar	4,759	6,802				11,561
3.230	Rebar Place-Slab on Grade	2,891					2,891
3.314	Epoxy Dowels	4,607	611				5,218
3.325	Concrete Cutting & Demo			18,287			18,287
3.345	Fresh Int. Rebar			8,912			8,912
3.800	Pump Concrete					2,828	2,828
CONCRETE		20,674	26,266	22,200		2,828	72,008
4.000 CARPENTRY							
4.050	Nails & Fasteners		3,110				3,110
4.110	Framing-Misc	6,670	1,700				8,370
4.150	Wall Sheathing	12,982	3,500				16,482
4.212	Interior Trim Allowance	4,822	1,710				6,532
4.700	Misc Demolition	4,830					4,830
4.705	Ceiling Demolition	6,378					6,378
4.710	Door Demolition	3,934					3,934
4.715	Floor Covering Demolition	31,188					31,188
4.720	Wall & Partition Demo	13,708					13,708
4.735	Half & Dump Demo					7,922	7,922
CARPENTRY		68,424	12,092			7,922	108,448
7.000 THERMAL & MOISTURE PROT							
7.190	Vapor Barrier-6 O.G.	450	2,734				3,184
7.330	Roofing-Misc			11,331			11,331
THERMAL & MOISTURE PROT		450	2,734	11,331			14,625
8.000 DOORS & WINDOWS							
8.100	Supply Doors-Framed/Slab		89,515				89,515
8.200	Instal Doors-Framed/Slab	19,290					19,290
8.410	Singletons			31,727			31,727
8.510	Metal Rubies			8,868			8,868
DOORS & WINDOWS		19,290	89,515	37,392			146,197
9.000 FINISHES							
9.250	Drywall Sub			598,824			598,824
FRAME NEW WALLS AT BOTH WINGS TO 15' OF STRUCTURE. FRAME NEW WALLS AT CENTER SECTION TO 12' BRACED BACK TO EXISTING WALLS AND NEW HARDUOS. FRAME WALLS AT EXERCISE AND GYM STRUCTURE AT 32'. NEW HARDUOS FRAMED ABOVE WALLS AT CENTER SECTION AT 24' OC AT 12' AFF. NEW HARDUO FRAME DOWN CORRIDORS AT EAST WING. NEW HARDUOS AT RESTROOMS. EXTEND EXISTING FRAMED WALLS FROM 10' TO STRUCTURE AT EAST WING. SHEETROCK ALL NEW WALLS TO 8" ABOVE CEILING. FINISH SHEETROCK TO MATCH EXISTING WALL CONDITIONS. SHEETROCK ONE SIDE OF ALL NEW WALLS FULL HEIGHT AT WALLS FRAMED TO STRUCTURE. SHEETROCK CORRIDOR CEILING AT EAST WING. SHEETROCK HARDUOS AT RESTROOMS. SHEETROCK INSIDE OF NEW GYM AND EXERCISE ROOM FULL HEIGHT. BUDGET TO PATCH EXISTING WALLS. PROVIDE AND INSTALL R-11 SOUND INSULATION AT ALL NEW INTERIOR WALLS. ARMSTRONG 16"14" GRID THROUGHOUT ALL NEW AREAS. ARMSTRONG V109 2X4 PLAT CORTEGA							
9.310	Ceramic Tile		76,815				76,815
PROVIDE AND INSTALL 1/2" CRAFTSMAN 12X12 TILE ON FLOORS AND 12X12 HANSCOT CAPPED WITH SOLUTER ANTI-FRACTURE MEMBRANE ON VISIBLE CRACKS ONLY							
9.605	Carpet		89,800				89,800
PROVIDE AND INSTALL DOLY/DL CAPITAL GASKS WITH 4" RUBBER BASE IN ALL OFFICES, BEDROOMS, AND COMMON AREAS. PROVIDE AND INSTALL DOLY ACCESS IN VESTIBULE							
9.900	Painting Sub		98,883				98,883
PAINT ALL INTERIOR WALLS, HARD CEILING, CEILING DOORS LEADING TO THE EXTERIOR. PRESSURE WASH EXTERIOR							
FINISHES			865,448				865,448
10.000 SPECIALTIES							

Description	Quantity						Total Amount
		Amount	Amount	Amount	Amount	Amount	
10 100 Total Partitions				14,373			14,373
10 825 Ins Exchysulphats		2,630	2,716				5,256
10 820 Bath Accessories		1,820	9,095				10,588
SPECIALTIES		4,061	11,784	14,373			30,218
12 000 FURNISHINGS							
12 000 Plum Cabinets				20,328			20,328
FURNISHINGS				20,328			20,328
15 000 MECHANICAL							
15 100 Plumbing				112,094			112,094
PROVIDE AND INSTALL ABS WASTE AND VENT PIPING, COPPER WATER PIPING, BLACK IRON GAS PIPING TO WATER HEATER, DEMO FIXTURES PER PLAN D30, CAP UTILITIES IN FLOOR/WALL & CEILING, ROUGH-IN FOR NEW RESTROOMS, SHOWER ROOM AND STAFF LOUNGE, EXCAVATION AND BACKFILL OF HATHE SOIL, SUPPLY AND INSTALL, (6) AMERICAN STANDARD ADA TANK TYPE WATER CLOSETS, (5) AMERICAN STANDARD TANK TYPE WATER CLOSETS, (4) AMERICAN STANDARD WALL HUNG URINALS WITH SLOAN FLUSHMETERS, (3) SET AT ADA HEIGHT, (8) AMERICAN STANDARD ADA COUNTER MOUNT LAVS WITH D8 TA 501 SINGLE LEVER VALVES, CHROME FINISH, (7) AMERICAN STANDARD ADA WALL HUNG LAVS WITH D8 TA 501 SINGLE LEVER VALVES, CHROME FINISH, (8) SQUID CHIEF FINISH LINE FLOOR DRAINS, (8) SQUID CHIEF FINISH LINE SHOWER DRAINS, (1) SWAN 2424 MOP SINK WITH CHICAGO 857 SINK VALVE, (1) BRADFORD WHITE 100 GALLON HE GAS WATER HEATER, PVC VENTING, (1) JACO HOT WATER RECIOR PUMP, (1) DAEY ICE MAKER BOX FOR REFRIGERATOR IN STAFF LOUNGE, (4) PFP PRIMERS FOR FLOOR DRAINS, (1) ACCESS PANELS FOR PRIMERS, (2) AODRN ADA STAINLESS STEEL SHOWER, VANDAL PROOF, TILE SHOWER WALLS, (2) AODRN STAINLESS STEEL SHOWERS, VANDAL PROOF, TILE SHOWER WALLS.							
10 410 Fire Protection Systems				60,448			60,448
ADD AND RELOCATE SPRINKLERS AS REQUIRED FOR THE PROPOSED TENANT IMPROVEMENT, PROVIDE SPRINKLER ABOVE AND BELOW NEW MEZZANINE AREA, RELOCATE THE 3" MAIN UP THE SLOPE ON THE NORTH, PROVIDE REQUIRED AMOUNT OF MECHANICAL TIES, REQUIRED AMOUNT OF FLEX DROPS, BACK SCHEDULES 10 & 40 PIPE, REQUIRED AMOUNT OF CHROME, SMT RECESSED, QUACK RESPONSE, PENDANT SPRINKLERS, REQUIRED AMOUNT OF BRASS, QUICK RESPONSE, UNRAUGHT SPRINKLERS, REQUIRED AMOUNT OF GROOVED AND CAST IRON FITTINGS, ALL REQUIRED HANGERS							
15 700 HVAC System				188,865			188,865
PROVIDE SERVICE LABOR TO RUN AND CYCLE ALL EXISTING EQUIPMENT INCLUDING CHANGING BELTS, CHECKING AND CHANGING FILTERS AS REQUIRED, REPLACE FUSES IF NEEDED, DEMO THE EXISTING CONDENSER COIL FINS THAT ARE CURRENTLY PRESSED FLAT, REMOVE AND DISPOSE OF THE EXISTING SA DUCTING AS REQUIRED SO THAT JMB MECHANICAL CAN REDISTRIBUTE THE SA DUCTING FOR THE NEW FLOOR PLAN LAYOUT, PROVIDE AND INSTALL, NEW RA FOR THE NEW FLOOR PLAN LAYOUT, APPROXIMATELY (167) PERFORATED GRDS FOR THE NEW FLOOR PLAN LAYOUT, (7) EXISTING THERMOSTATS FOR THE EXISTING (7) PACKAGE UNITS, (2) ROOF TOP MOUNTED EXHAUST FANS FOR THE LARGER RESTROOMS, (5) CEILING EXHAUST FANS FOR THE RESTROOMS, (4) DRYER VENTS RUN VERTICAL OUT THROUGH ROOF.							
MECHANICAL				320,205			320,205
16 000 ELECTRICAL							
16 400 Electrical Sub				628,532			628,532
DEMO EXISTING ELECTRICAL, SOURCE AND ONLY INCLUDE DISCONNECT AND SAFE OFF, PROVIDE AND INSTALL (100) STANDARD 120 VOLT DUPLEX RECEPTACLES, (12) DEDICATED 120 VOLT RECEPTACLES, (9) 208 VOLT 30 AMP DRYER RECEPTACLES, (10) OCCUPANCY SENSORS FOR LIGHTING (WALL & CEILING TYPE), (30) VOICE/DATA JACKS AND ASSOCIATED EQUIPMENT NECESSARY FOR TERMINATING TO PROVIDERS EQUIPMENT, RELOCATE (1) UNDERGROUND 300 AMP PANEL FEEDER AND RE-RUN NEW WIRE AND RELOCATE EXISTING PANEL TO NEW LOCATION, PROVIDE AND INSTALL CONDUIT AND WIRE FOR ALL NEW CIRCUITRY FOR INTERIOR RECEPTACLES, EQUIPMENT, AND LIGHTING, COMPLETE NEW FIRE ALARM SYSTEM, CONTROL PANEL, ANNUNCIATORS, POWER SUPPLIES, MONITOR MODULES, PULL STATIONS, SMOKE DETECTORS, DUCT DETECTORS, PSD'S, HORN/STROBES, STROBES, HORNS, BATTERIES, PROVIDE AND INSTALL COMPLETE NEW LIGHTING CONTROLS, (242) 2X4 LED TROFFERS, (80) 2X7 LED TROFFERS, (11) LED VANITY FIXTURES, (42) 8" LED DOWN LIGHTS, (12) LED HIGH BAY FIXTURES FOR GYM, (22) LED EXIT SIGNS, UP TO (30) SECURITY CAMERAS, DVR FOR SECURITY CAMERAS, UP TO (40) ACCESS CONTROLLABLE DOORS INCLUDING DOOR STRIKES AND CONTROL WIRING, (12) BATTERY BACKUP EGRESS LIGHTS OUTSIDE (17) EXIT, HVAC WORK TO CONSIST OF DISCONNECTING EXISTING AND RECONNECTING NEW UNITS IN THE SAME SPOT.							
ELECTRICAL				628,532			628,532

Estimate Totals				
Description	Amount	Totals	Hours	Rate
Labor	240,846			
Material	142,988			
Subcontract	2,005,902			
Equipment	11,331			
Other	25,028			
	2,426,096	2,426,096		
Profit	121,305			5.000 %
Liability Ins	28,531			1.120 %
	149,836	2,575,932		
Total		2,575,932		

This is a preliminary budget for project feasibility based on conceptual drawings provided by Manley Architects. Final project pricing will be provided by RSV once all permit drawings are complete and available.

The following are excluded from the Construction Contract, and are to be paid directly by the Owner:

Sales Tax @ 8.4%	\$ 216,378
Architectural & Structural Design Fees - Manley Architects	\$ 135,000
Building Review & Permit Fees - Budget	\$ 5,000
Special Inspection Fees - Budget	\$ 7,500
Traffic Study - Trip Generation Comparison Letter	\$ 1,500
Health Department Review Fees	TBD
Traffic Impact Fees	TBD
Building Purchase	TBD
Total:	\$ 365,378

ADDITIONAL CONSIDERATIONS:

Jointly Managed Construction Contingency - Recommend 5% of Construction	\$ 130,000
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EXCLUDES:

Owner Contingency	
New Trash Enclosure	
Legal Fees	
Financing Fees	
Broker Commissions	
Hazardous Material and Mold Remediation if Necessary	
Licensing and State Inspections	
Exterior Painting	
Modifications to Existing Metal Awnings	
Any and All Seismic Upgrades	
PUD Fees and Electrical Service Upsize if Required	
Parking Lot Lighting Repairs	
Landscaping Restoration and Irrigation System Repairs	
LEED Certification Requirements	
Seal Coat and Striping at Parking Lot	
Audio Visual Systems and Equipment	
FF&E - Furniture, Furnishings & Equipment	
Window Coverings	
Phase 1 Environmental Study	
Septic System Upgrades - Budget	\$ 160,000

EXHIBIT B

REQUIREMENTS FOR COUNTY-FUNDED BEHAVIORAL HEALTH SERVICES

The behavioral health services funded by the Clark County sales and use tax are provided in accordance with the Revised Code of Washington, Sections 70.96A and 71.24, and the Washington Administrative Code, Sections 388-865 and 388-805.

REQUIREMENTS

1. The County is the payer of last resort for these services and will not reimburse the Contractor for any Medicaid-eligible services that would otherwise be covered by MCOs, BH-ASOs, or other insurance companies.
2. Funding for this Contract is intended to pay for treatment services for low-income persons in Clark County who are living at or below 220% of the Federal Poverty Level.
3. The Contractor shall assess each consumer's eligibility for third-party coverage and will bill Clark County only for costs that are not covered by a third party. For each consumer, the Contractor shall document its efforts to determine insurance coverage and agrees to allow the County to audit its billing records for proof of said efforts. The Contractor's failure to adequately document consumer coverage may result in a denial of payment or, in the event that payment has already been made, a demand for repayment.
4. The County shall pay for these services as shown below:

FOR PATIENTS WITH:	CLARK COUNTY WILL PAY THE CONTRACTOR FOR:
COMMERCIAL INSURANCE WHO ARE UNDERINSURED	The amount that is the patient's responsibility according to the patient's insurance plan
MEDICAID	Non-covered services at the rates established by the Clark County Fee Schedule, as amended <i>(See Exhibit C)</i>
NO INSURANCE	Covered and non-covered services at the rates established by the Clark County Fee Schedule, as amended <i>(See Exhibit C)</i>

EXHIBIT C

**CLARK COUNTY FEE SCHEDULE
August 2016**

SERVICE	RATE	UNIT OF SERVICE
County Administration		
Continuing Education/Training		
Direct Service Provider - Agency Admin		
Intervention and Referral	\$35.00	Service Hour
Alcohol/Drug Information School	\$90.00	Students
Opiate Dependency/HIV Services	\$35.00	Service Hour
Outreach	\$35.00	Service Hour
Interim Services	\$15.00	Service Hour
Brief Intervention	\$32.00	Per 15 Minutes
Crisis Services		Client Hour
Acute Detoxification Services	\$170.61	Per Day
Sobering Services	\$7.00	Service Hour
Involuntary Commitment	\$44.00	Service Hour
Sub-Acute Detoxification Services	\$124.61	Per Day
Outpatient Treatment Adult-Group	\$6.00	Per 15 Minute
3. Intensive Outpatient Tx Adult-Group	\$6.00	Per 15 Minute
Outpatient Treatment Adult-Individual	\$22.14	Per 15 Minute
4. Intensive Outpatient Tx Adult-Individual	\$22.14	Per 15 Minute
Outpatient Treatment PPW-Group	\$6.00	Per 15 Minute
5. Intensive Outpatient Tx PPW-Group	\$6.00	Per 15 Minute
Outpatient Treatment PPW-Individual	\$22.14	Per 15 Minute
6. Intensive Outpatient Tx PPW-Individual	\$22.14	Per 15 Minute
Outpatient Treatment Youth-Group	\$7.00	Per 15 Minute
7. Intensive Outpatient Tx Youth-Group	\$7.00	Per 15 Minute
Outpatient Treatment Youth-Individual	\$22.14	Per 15 Minute
8. Intensive Outpatient Tx Youth-Individual	\$22.14	Per 15 Minute
Opiate Substitution Treatment	\$14.70	Per Day
Therapeutic Childcare Services		Service Hour
Transportation		
Case Management - Adult	\$11.63	Per 15 Minute
Case Management - PPW	\$11.63	Per 15 Minute
Case Management - Youth	\$11.63	Per 15 Minute
Childcare Services		Service Hour
PPW Housing Support Services		
Assessment - Adult	\$132.45	Per Assessment

SERVICE	RATE	UNIT OF SERVICE
Assessment - PPW	\$132.45	Per Assessment
Assessment - Youth	\$132.45	Per Assessment
Assessment - DUI	\$132.45	Per Assessment
Brief Therapy		
Screening Tests and Urinary Analysis	\$20.00	Per Screen
Expanded Assessment		Per Assessment
TB Skin Tests	\$5.76	Per Test
Intensive Inpatient Residential		
1. Adult	\$90.18	Bed Day
2. Youth Level I		Bed Day
3. Youth Level II		Bed Day
PPW Long-Term Residential		
1. With children		Bed Day
2. Without children		Bed Day
Recovery House		
1. Adult		Bed Day
2. Youth		Bed Day
Miscellaneous		