



Consent Agenda

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Director, Jefferson County Public Health

DATE: June 26, 2023

SUBJECT: Agenda Item — Amendment 2 to Professional Services Agreement, OWL 360 for the Pfeiffer House Sustainable Living Project; February 1, 2022 through August 31, 2023; increase of Jefferson County's financial contribution by \$25,000 for a contract total not to exceed \$127,000

STATEMENT OF ISSUE:

Jefferson County Public Health, (JCPH) requests Board approval of Amendment 2 to Professional Services Agreement with OWL 360, to meet the RCORP-Implementation Grant #GA1RH39564 requirements to provide an environment conducive to prevention, intervention and recovery and oversee the development of a peer network. Amendment 2 increases Jefferson County's financial contribution by \$25,000, for a total to be invoiced not to exceed \$127,000 for the performance period beginning February 1, 2022 and ending August 31, 2023.

NOTE: this amendment was previously submitted to Risk/Legal and approved. Subsequently, former paragraph 4 (concerning availability of equipment for use on other projects) was stricken with PAO approval.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This agreement between JCPH and OWL 360 is to meet the Health Resources Services Administration (HRSA) Award GA1RH32956 – Rural Communities Opioid Response Program-Implementation (RCORP-I) grant requirements to provide an environment conducive to recovery, provide recovery peer support, and oversee the development of a peer network. The services supported through this agreement are designed to meet the RCORP-I grant's goal to reduce recidivism, mental health issues and substance use disorders for Jefferson County residents involved with the OWL 360 Project.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This agreement is funded by HRSA award GA1RH39564 (RCORP-I), awarded to JCPH for CHIP, who applied for the grant on behalf of the Jefferson County Behavioral Health Consortium (BHC). The RCORP-I funding continues the work set out in Jefferson County's Behavioral Health Consortium (BHC) Strategic Plan, developed by the BHC over the past year with funding from HRSA award G25RH32956 (Rural Communities Opioid

Response – Planning) to improve access to prevention, treatment and recovery services for opioid, substance use, and behavioral health patients.

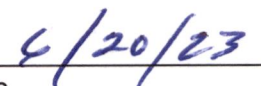
RECOMMENDATION:

JCPH management requests approval of Amendment 2 to the Professional Services Agreement with OWL 360; February 1, 2022 through August 31, 2023; increased funding by \$25,000 for a total to be invoiced not to exceed \$127,000

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: OWL 360

Contract No: N-22-006-A2

Contract For: Pfeiffer House Sustainable Living Project Term: 2/1/2022 thru 8/31/2023

COUNTY DEPARTMENT: Public Health

Contact Person: Lori Fleming

Contact Phone: x 441

Contact email: lfleming@co.jefferson.wa.us

AMOUNT: Additional \$25,000 for total of \$127,000

Revenue: _____

Expenditure: \$25,000

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # 127

Munis Org/Obj 12756200

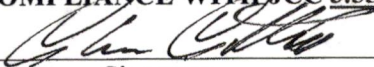
PROCESS:

- | | |
|-------------------------------------|-------------------------|
| ☒ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☐ | Other: _____ |

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

June 9, 2023

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

June 9, 2023

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/13/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/12/2023.
Previously approved. Change not material to the County.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**AMENDMENT #2
TO
PROFESSIONAL SERVICES AGREEMENT
Between
Jefferson County
And OWL 360
For the Pfeiffer House Sustainable Living Project
Dated: February 1, 2022 through August 31, 2023**

The Purpose of this Amendment is to fund an additional \$25,000 for a contract total of \$127,000, to this Professional Services Agreement. The agreement is hereby amended as follows:

- Section 4.a. Payment is amended, in relevant part, to increase the County of Jefferson's financial contribution by \$25,000, for a total contract amount of \$127,000, for the term of performance beginning February 1, 2022 and ending August 31, 2023.
- Exhibit A is amended to add purchase of vehicle to transport clients for activities associated with OWL 360
- Policy and Requirements for Property obtained under this Agreement through HRSA RCORP-Implementation grant funds.

(1) Real property, equipment, and intangible property, that are acquired or improved with RCORP-Implementation grant funds is held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved, as required by 45 C.F.R. §75.323. The County may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that the use and disposition conditions of this paragraph apply to the property.

(2) Subject to the obligations and conditions set forth in this Agreement, title to equipment acquired under a federal award will vest upon acquisition in the Contractor. Unless a statute specifically authorizes the federal agency to vest title in the Contractor without further obligation to the federal government, and the federal agency elects to do so, the title is a conditional title. Title vests in the Contractor subject to the following conditions:

(a) Contractor only uses the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(b) Contractor may not encumber the property without approval of the County.

(c) Contractor must use and dispose of the property in accordance with this paragraph.

(3) Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by HRSA RCORP-Implementation funds. When no longer needed for the original program or project, the equipment may be used in other activities supported by the County, in the following order of priority:

(a) Activities under a federal award from the County which funded the original program or project, then

(b) Activities under federal awards from other HRSA awarding agencies.

(4) Notwithstanding the encouragement in § 75.307 to earn program income, the Contractor must not use equipment acquired with the federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by federal statute for as long as the federal government retains an interest in the equipment.

(6) When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(6) Any property (real and personal) is subject to the requirements for property obtained through RCORP-Implementation grant funds as set out in 45 CFR § 75.318 through 45 CFR § 75.323. Contractor is required to comply with all applicable requirements for purchasing, maintaining, managing and disposing of property in accordance with HRSA RCORP-Implementation regulations, including, but not limited to the following:

(a) Contractor shall maintain all property through effective property management practices for the full property life cycle of property acquired and used under funds dispersed pursuant to this Agreement.

(b) Contractor shall adopt and follow written policies and procedures for the full property life cycle of property (acquisition, improvements, maintenance, management, and disposal) that are compliant with the property standard provisions at 45 CFR §75.318 through §75.323. The Contractor's adopted written policies and procedures are attached to this agreement as Exhibit C. The policies and procedures must include, but are not limited to the following:

(i) Contractor must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use

and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(ii) The Contractor shall insure any personal property acquired under this Agreement for loss, theft, and damage that covers replacement value.

(iii) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(iv) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(v) Adequate maintenance procedures must be developed to keep the property in good condition.

(vi) Disposition. When original or replacement equipment acquired with DHHS funds is no longer needed for the original project or program or for other activities currently or previously supported by the County, except as otherwise provided in federal statutes, regulations, or HHS awarding agency disposition instructions, the Contractor must request disposition instructions from County if required by the terms and conditions of the federal award. Disposition of the equipment will be made as follows, in accordance with the County's disposition instructions:

A. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the County.

B. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. The Contractor entity may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the Contractor is entitled to compensation for its attributable percentage of the current fair market value of the property.

D. In cases where a Contractor fails to take appropriate disposition actions, the County may direct the Contractor entity to take disposition actions.

All other terms and conditions of the agreement remain in effect and the agreement and this Amendment represents the sum total of the mutual agreement by and between Health Facilities Planning & Development and Jefferson County Public Health.

Dated this _____ day of _____, 2023.

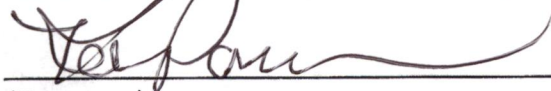
(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

**OWL 360 for PFEIFFER HOUSE
SUSTAINABLE LIVING PROJECT**



Contractor Representative *(Please print)*



(Signature)

Title

Date

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Greg Brotherton, Chair

Kate Dean, Member

Heidi Eisenhower, Member

ATTEST:

Carolyn Gallaway,
Clerk of the Board

Date

APPROVED AS TO FORM ONLY:



June 12, 2023

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

PROFESSIONAL SERVICES AGREEMENT

Between Jefferson County And OWL 360 For the Pfeiffer House Sustainable Living Project

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and OWL 360 ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: To meet the RCORP-Implementation Grant #GA1RH39564 requirements to provide an environment conducive to prevention, intervention and recovery, provide recovery peer support, and oversee the development of a peer network.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on February 1, 2022 and continue through August 31, 2023. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed \$47,000) \$23,500 in 2022 and \$23,500 in 2023) without express written modification of the Agreement signed by the County.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided).

Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.

- e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- 5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
- 6. Compliance with Laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
- 7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
- 8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the

County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) Non-owned automobiles.
- b. Commercial General Liability Insurance (held by Olympic Community Action the register owner) in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then

an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except where not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods:
(a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of

the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson

County Public Health Contracts Manager by registered mail, return receipt requested.

- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

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

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

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

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

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

15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. Termination.

- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
- c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

1240 W Sims Way #319
Port Townsend, WA 98368

19. Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting

material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
34. Criminal History/Background Check. Each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:

- a. Require that each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
- b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
- c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

DATED this 21st day of March, 2022.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

OWL360

Name of Contractor

Kelli Parcher

Contractor Representative (Please print)

Kelli Parcher

(Signature)

Executive Director

Title

03-16-2022

Date

JEFFERSON COUNTY

BOARD OF COMMISSIONERS

Heidi Eisenhour

Heidi Eisenhour, Chair

Approved telephonically

Kate Dean, Member

Excused Absence

Greg Brotherton, Member

Approved as to form only:

P. C. Hunsucker

February 24, 2022

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

OWL 360
For the Pfeiffer House Sustainable Living Project

RESPONSIBILITIES:

The County, as administrator of the HRSA RCORP-Implementation Grant, and OWL 360 agree that OWL 360 will provide services to individuals as described in this Contract, including **EXHIBIT A: Scope of Work, and EXHIBIT B: Fee Schedule** attached hereto and incorporated herein.

OWL 360, as a contracted provider, agrees to the following:

Task 1: Hire a part-time Prevention Specialist

- Support the provision of service access for those living at Pfeiffer House
- Support the Pfeiffer House's community space - where the 16-24 year-old group can gather, develop community, and connect with services

Task 1 Methodology: Develop/Refine/Approve a Prevention Specialist role description and success metrics; advertise position; identify, interview, and reference check relevant candidates; then hire; => conduct new hire orientation and onboard training; => Provide regular feedback and assess progress against set metrics.

The Youth Intervention Specialist performs responsible prevention/intervention work in Youth/Young Adult Development within the Community Engagement. The role's primary function is to refer at-risk youth /young adults to appropriate activities, programs or agencies. Specific duties include: giving presentations for community groups/forums/schools on awareness; assisting in problem resolution with at-risk youth; guiding youth/young adults and parents; serving as a liaison between the, schools, other agencies, and the community regarding substance awareness, safe housing, medical and mental health and other youth/young adult-related matters. Working with community providers to identify needs, assistance, conducting assessments and referring youth to appropriate intervention activities; and maintaining close contact and follow-up with referred youth. The Youth Intervention Specialist may train volunteers to assist in supporting the emerging young adults in our community.

Task 2: Partner with county-wide medical, behavioral health, and social service providers

- Develop individual responsivity-driven approaches that bridge Jefferson County's emerging adult population to services that build self-efficacy and support prevention and intervention.

Task 2 Methodology: Initiate direct resource center recovery support service provision with Believe in Recovery, Safe Harbor and Beacon of Hope and Discovery Behavioral Health. These providers will be asked to provide services that include: One-on-one direct support services (either in-person or remotely via phone call or Zoom) such as Community Connection Plan, Recovery Action Planning, recovery support check-ins, referrals; Facilitate peer group supports

for emerging youth and young adults 16-24 year-old (either in- person or remotely via Zoom).

Task 3: Develop Peer Youth and Young Adult Advisory Board

- Engage participants in the development of a Youth Peer Network composed of young folks with lived experience.

Task 3 Methodology: Identify and train emerging youth and young adults in peer support network.

- Promote the skills and teach coping strategies to related to anxiety and depression and other behavior health issues.
- Promote the skills and attitudes resist pressures to use alcohol, tobacco, and other drugs
- Encourage youth and emerging adults to reduce the substance use for which they were referred
- Remove barriers to school, employment and housing success
- Increase attendance and commitment to current programing or employment

Training and supervision Program Overview

- Annual 30-hour – Recovery, Mental Health, Social Emotional Learning (not limited to above listed?)
- Monthly ongoing volunteer trainings related to target goals
- Monthly engagement of Peer Advisory Board and Community partners

Task 4: Develop and execute a communication action plan

- Raise awareness of Pfeiffer House, and
- Increase engagement and service connection for targeted population

Task 4 Methodology: Approach to Identify Audiences and Customize Messaging

- Articulate BHC/Pfeiffer House goal for each relevant audience.
- Write top level goal statements that articulate what successful communication will look like, and what the audience will understand, believe, and do as a result.
- Identify the various specific audiences, and the values they espouse.
- Map out primary and secondary audiences. For the purposes of this plan the primary audience are those who are key community stakeholders and advocates; the secondary audience

members are those who influence key stakeholders and are affected by the course of action to which the Consortium commits.

- For each individual or group identified, insights will be generated from these questions:
 - Who are the groups or individuals? Could a brief profile be written describing them?
 - How much information do they already have about the Consortium and this effort?
 - Do they already have an opinion?
 - What is their most pressing related issue, problem, or desire? What do they value?
 - Where do they get their information?
 - How will the Consortium and the effort meet a need or speak to their values?
- Research current outreach and educational efforts to be tapped for support messaging.
- Review each message/story to be used to motivate audiences and ensure the message speaks to the audience's values.

Approach to Overall and Phased Communications Action Plans

- Identify the best messenger for each message by noting who the intended audience trusts, relates to and respects.
- Determine how the message will be delivered – in-person meetings, community forums, awareness campaigns through media (website, social media, email, focus groups) -- to define multiple modes and methods to ensure multiple “touches” for each audience identified. Explore the development of a user-friendly website that will engage youth and young adults. Promote emerging young adult activities and community connections through age appropriate events. Work directly with community providers to connect services.
- Detail dates for each touch using key project dates or community happenings to help inform ideal date choice. Connect with other outreach efforts and key events or media hooks (e.g., Drug Takeback Day, Mental Health Awareness Month, Opioid Awareness Week, Overdose Awareness Day, etc.)
- Clarify desired outcomes as a result of each touch. A key desired outcome is understanding of, and support for, the BHC's focus and results.
- Use the communications/education planning tool developed to track outreach and education outcomes and any follow up needed.
- Review the entire Communications, Education and, Integration Plan at regular intervals and enact adjustments shown relevant based on progress toward stated or evolved goals.

It is intended this Communications Action Plan will be actively executed and updated throughout

the three-year Implementation phase and set up the BHC for success for years beyond to continue communicating and educating on next steps, success stories, and how the BHC and its efforts to develop the proposed Crisis Stabilization Center will add value to the people who live, work and play in Jefferson County.

Evaluation Metric

This proposed effort will track the items below in support of the BHC's success metrics outlined in the Recovery section of the BHC's workplan: By 2025, reduced behavioral health high-utilizer Emergency Department visits by 10%. By 2025, reduced rates of incarceration for those with behavioral health issues by 10%.

- Engagement: Track # of individuals coming into Pfeiffer House,
- Raised Profile: Proof of Social Media etc. used to engage public awareness that Pfeiffer House is a safe place to start – walk-in, get connected, stay connected, etc.

Pfeiffer House will track the following data:

- Housing Status and the role Pfeiffer played in their housing status
- Drug and Alcohol Recovery information such as: Desire to be in recovery; Pfeiffer role in maintaining desire for recovery; Level of current substance use; Current Risk of Mental Health Crisis; The role Pfeiffer played to prevent relapse
- Physical and Mental Health Recovery information such as: Self-report on overall physical health; Emergency Room usage in past 30 days; Pfeiffer House role in improving physical or mental health; Access to mental or physical healthcare
- Social Connectedness information such as: Self-report on the amount of hope in the participants life; Pfeiffer role in attaining that level of hope; Self-report on ability to respond to difficult situations; Pfeiffer's role in the ability to respond to difficult situations; Self-report on how connected the participant feels to the Pfeiffer; community and the community at large; Pfeiffer's role in becoming connected to peer support networks.

Deliverables

Twice yearly services reports will be generated and submitted on a form created or approved by HRSA. (HRSA's PIMS report) including: client utilization, referrals, outcomes, and any other BHC required reporting such as => Number of Community Volunteers; => Number of Community Volunteer hours; => Number of active Participants (defined as someone who commits to attending a regularly scheduled meetings/ sessions Recovery Circle (and being sober while in attendance); => Number of enrollments in a given time frame; => Number of disengaged in a given time frame (or three consecutive absences, whether excused or unexcused session); => Number of & type of "services". This can include tele-support (broken down by contact method: phone calls, text, email), referrals to community services (broken down by type: substance use, mental health, domestic violence, housing, etc.); => Number of urgent needs provided (Meals, clothing, BL needs, sheltering outside supplies, etc.); => Upon request,

additional reports of activities and services provided, to the JCPH Contract Representative.

Each quarter, participants will complete a self-report regarding the engagement in their recovery, the impact of programming, and help (or lack thereof) the program provided in re-building / transforming their lives.

Budget

The budget outlined below would begin upon award, and be expended by August 31, 2023.

Budget Category	Proposed Funding	Focus/Timing	Comments
<i>Salaries</i>	\$ 40,000	Salary/Wages Part Time Prevention Specialist 2022 – \$ 20,000 Gross 2023 – \$ 20,000 Gross	
<i>Insurance</i>	\$ 2,000		
<i>Transportation</i>	\$ 2,000	Transportation to service providers, treatment, education, employment enrollment programs	
<i>Administration</i>	\$ 3,000	OWL 360 – Training/Development Support	
<i>TOTAL</i>	\$ 47,000		

Participation in BHC's Memorandum of Understanding (MOU)

OWL 360 has indicated their willingness to join the BHC under the MOU the current Members have signed (see attached).

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
Between
Jefferson County
And OWL 360
For the Pfeiffer House Sustainable Living Project
Dated: February 1, 2022 through August 31, 2023**

The Purpose of this Amendment is to fund an additional \$55,000 for a contract total of \$102,000, to this Professional Services Agreement. The agreement is hereby amended as follows:

- Section 4.a. Payment is amended, in relevant part, to increase the County of Jefferson's financial contribution by \$55,000, for a total contract amount of \$102,000, for the term of performance beginning February 1, 2022 and ending August 31, 2023.

All other terms and conditions of the agreement remain in effect and the agreement and this Amendment represents the sum total of the mutual agreement by and between Health Facilities Planning & Development and Jefferson County Public Health.

Dated this 18th day of July, 2022.

SIGNATURES FOLLOW ON THE NEXT PAGE

OWL 360 for PFEIFFER HOUSE
SUSTAINABLE LIVING PROJECT

Kelly Parcher
Contractor Representative (Please print)

Kelly Parcher
(Signature)

Executive Director
Title

Date 7-5-2022

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Heidi Eisenhour
Heidi Eisenhour, Chair

Kate Dean
Kate Dean, Member

Greg Brotherton
Greg Brotherton, Member

APPROVED AS TO FORM ONLY:

P. C. Hunsucker June 29, 2022
Phillip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

ATTEST:

Carolyn Gallaway
Carolyn Gallaway, Clerk of the Board