



## ISLAND COUNTY BOARD OF HEALTH

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### AGENDA

#### REGULAR SESSION

July 18, 2023, 1:00 p.m.

Commissioners Hearing Room B102

Coupeville Annex Building

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: <https://tinyurl.com/IslandCountyBOH> or by telephone: 1-323-433-2396 Meeting ID 971 2319 5885 Pass code: 626749

***Call to Order:*** July 18, 2023, Regular Session of the Island County Board of Health

***Additions or Changes to the Agenda:***

***Approval of the Minutes:***

- June 20, 2023, Minutes

***Public Input/Comments:*** The Board values the public's input. This time is set aside to hear from the public on subjects of a health-related nature, not on the scheduled agenda. All information given is taken under advisement. Unless emergent in nature no action is taken. To ensure proper recording of comments, state your name and address clearly into the microphone. Limit your comment to two minutes. The Board may entertain public comment on specific agenda items when discussed.

***Contract:***

- DSHS and Local Health Jurisdiction Agreement on General Terms and Conditions, Contract No.; 2385-48589 (1); No change to funding. Presented by Public Health Director Dr. Shawn Morris – 5 minutes

**Action:** Review and approve DSHS and Local Health Jurisdiction Agreement on General Terms and Conditions, contract No.; 2385-48589 (1) - attachments

***Presentation:***

- COVID After Action Review Presentation, presented by Nikki Maier, PHEPR Coordinator– 45 minutes  
COVID After Action review and discussion of improvement plan. Discussion only. – attachment.

***Presentation:***

- WhidbeyHealth Behavioral Health Program Update, presented by Tabitha Sierra, Behavioral Health Program manager– 20 Minutes.

Overview of outpatient behavioral health services provided by WhidbeyHealth medical center. Discussion only. - *attachments*

***Public Health Updates:***

- Wildfire Smoke prevention measures, presented by Dr. Shawn Morris. – 5 *minutes*
- RSV Vaccine Update for older adults, presented by Dr. Shawn Morris. – 5 *minutes*

***Board Announcements:***

***Adjourn:*** The next *Session* of the Island County Board of Health will be held on August 15<sup>th</sup>, 2023, at 1:00 p.m. in the Commissioners Hearing Room (B102) in the Coupeville Annex Building.



# **ISLAND COUNTY BOARD OF**

## **HEALTH**

### **MINUTES**

#### **REGULAR SESSION**

June 20, 2023

The Island County Board of Health met in Regular Session on June 20, 2023, in the Board of County Commissioners Hearing Room (Room #102B), Annex Building, 1 N.E. 6<sup>th</sup> Street, Coupeville, Washington.

**Members present:** Commissioner Janet St. Clair – acting Chair  
Commissioner Ron Wallin  
Commissioner Melanie Bacon

**Member present by video:** Dr. Howard Leibrand

**Members Excused:** Commissioner Jill Johnson, Capt. Althoff, Mayor Robert Severns

**Others present:**

Dr Shawn Morris	Taylor Lawson
Melissa Overbury-Howland	Jen Schmitz
Sofia Kohfield	Natalie Gustafson
Kathryn Clancy	Chris Allen

**Call to order:**  
Commissioner Janet St. Clair called the meeting to order at 1:08 p.m.

**Approval of Agenda:**  
By unanimous vote, the agenda was approved.

**Approval of Minutes:**  
By unanimous vote, the May 16, 2023, Regular Session Minutes were approved as presented.

**Public Input of Comment:**  
There were no public comments provided.

**Introduction:**

- Nicola Rice was introduced by Taylor Lawson as a Community Health Advisory Board nominee. The Island County Board of Health accepted the nomination.  
**ACTION TAKEN:** By unanimous vote, the Island County Board of Health approved Nicola Rice into the socio-economic sector seat for the Island County Community Health Advisory Board.

**Presentation:**

- Sophia Kohfield, Executive Director at Island County Emergency Services, gave a review of content and timing of behavioral health calls and discussed the interface with 988.



# **ISLAND COUNTY BOARD OF**

## **HEALTH**

### **MINUTES**

#### **REGULAR SESSION**

June 20, 2023

#### **Presentation:**

- NW ESD School Based Mental Health Counselor Natalie Gustafson, MS, LMFT, CMHS and Chris Allen, Behavioral Health Administrator for NW ESD both gave an overview and update of school based mental health services provided by the Northwest Educational Service District, Behavioral Health and Prevention Services.

#### **Presentation:**

- Kathryn Clancy, Island County Human Services Manager, gave an overview of community mental health outpatient services provided by Island County Human Services.

#### **Public Health Updates:**

- Public Health Director Dr. Shawn Morris presented a fireworks safety announcement on how to enjoy fireworks safely.
- Public Health Director Dr. Shawn Morris gave an update on the Provider Resources website.

#### **Board Member Comments and Announcements:**

The Regular Session adjourned at 2:48 p.m.

The next *Regular Session* of the Island County Board of Health will be held on July 18, 2023, at 1:00 p.m. in the Commissioners Hearing Room (B102) in the Coupeville Annex Building.

SUBMITTED BY:

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Shawn Morris ND, Public Health Director

Approved this 18th day of July, 2023.

BOARD OF HEALTH  
ISLAND COUNTY, WASHINGTON

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Jill Johnson, Chair



## Island County Public Health

Shawn Morris, ND – Public Health Director

1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7350 | Camano 360-678-8261 | N Whidbey 360-240-5554

Email: [Publichealth@islandcountywa.gov](mailto:Publichealth@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

June 22, 2023

TO: Board of Commissioners

FROM: Shawn Morris, Public Health Director

RE: DSHS and LOCAL HEALTH JURISDICTION AGREEMENT on GENERAL TERMS and CONDITIONS.  
Contract No.; 2385-48589 (1)

#### Overview

On May 11<sup>th</sup> Governor Inslee rescinded his executive order requiring COVID-19 vaccination as a condition of employment with state agencies. In alignment with this new information, DSHS executive leadership will no longer require COVID-19 vaccination for contractor staff performing work at a DSHS owned facility. As a result, the COVID-19 obligations that were present in the Local Health Jurisdiction General Terms & Conditions that were previously transmitted are no longer necessary and have been removed from the document. Although we do not currently have staff performing contract work at a DSHS owned facility, DSHS has requested that all LHJs adopt the new General Terms and Conditions for consistency.

Attached to this memo is a *revised* General Terms and Conditions (GTCs) Agreement that will be incorporated into all contracts that counties form with DSHS over the next six years, with a contract period of July 1, 2023 – June 30, 2029. The current DSHS GTCs will expire on June 30, 2023.

#### Attachments:

1. Contract No.; 2385-48589 (1)
2. Contract No.; 2385-48589 – 2011 – 2017 DSHS Contract



Washington State  
Department of Social  
& Health Services

*Transforming lives*

**DSHS and LOCAL  
HEALTH JURISDICTION  
AGREEMENT on  
GENERAL TERMS and  
CONDITIONS**

DSHS Contract Number

2385-48589

These General Terms and Conditions are between the state of Washington Department of Social and Health Services (DSHS) and the Local Health Jurisdiction (LHJ) identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

Local Health Jurisdiction Contract Number

**TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.**

**START DATE: July 1, 2023**

**END DATE: June 30, 2029**

LOCAL HEALTH JURISDICTION NAME

Island County

DSHS INDEX NUMBER

1222

LOCAL HEALTH JURISDICTION ADDRESS

1 NE 7th ST

PO Box 5000

Coupeville WA 98239

LOCAL HEALTH JURISDICTION TELEPHONE

(360) 678-7973

LOCAL HEALTH JURISDICTION FAX

(360) 678-2139

DSHS CENTRAL CONTRACT SERVICES ADDRESS

Central Contracts and Legal Services

PO Box 45811

Olympia, WA 98504-5811

DSHS CENTRAL CONTRACT SERVICES TELEPHONE

(360) 664-6055

By their signatures below, the parties agree to these General Terms and Conditions.

COUNTY SIGNATURE(S)

DATE(S)

PRINTED NAME(S) AND TITLE(S)

TELEPHONE NUMBER  
(INCLUDE AREA CODE)

DSHS SIGNATURE

DATE

PRINTED NAME AND TITLE

William Taplin

CCLS Chief

TELEPHONE NUMBER  
(INCLUDE AREA CODE)  
(360) 664-6046

## DSHS/Local Health Jurisdiction General Terms & Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "Agreement" means this Department of Social and Health Services and Local Health Jurisdiction Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
  - b. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
  - c. "Central Contracts and Legal Services (CCLS)" means the DSHS central headquarters contracting office, or successor section or office.
  - d. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
  - e. "Confidential Information" or "Data" means information that is protected from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the state of Washington.
  - h. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or their designee.
  - i. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the LHJ, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
  - j. "LHJ" means the Local Health Jurisdiction, County Health District, County Health Department, and the like, performing services pursuant to this Agreement and any Program Agreement.
  - k. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, or any financial identifiers.
  - l. "Program Agreement" means a written agreement between DSHS and the LHJ containing special terms and conditions, including a statement of work to be

## DSHS/Local Health Jurisdiction General Terms & Conditions

performed by the LHJ and payment to be made by DSHS.

- m. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - n. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
  - o. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - p. "Subcontract" means a separate contract between the LHJ and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the LHJ shall perform pursuant to any Program Agreement.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
  - s. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the LHJ shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the CCLS Chief and the written assumption of the LHJ's obligations by the third party.
4. **Billing Limitations.**
- a. DSHS shall pay the LHJ only for authorized services provided in accordance with



this Agreement.

- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The LHJ shall not bill, and DSHS shall not pay for services performed under this Agreement, if the LHJ has charged or will charge another agency of the state of Washington or any other party for the same services.

**5. Compliance with Applicable Law and Washington State Requirements.**

- a. **Applicable Law.** Throughout the performance of this Agreement, LHJ shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** LHJ shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the LHJ's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** LHJ shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The LHJ, by signature to this Contract, certifies that the LHJ is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The LHJ also agrees to include the above certification in any and all Subcontracts into which it enters. The LHJ shall immediately notify DSHS if, during the term of this Contract, LHJ does not comply with this certification. DSHS may immediately terminate this Contract by providing LHJ written notice if LHJ does not comply with this certification during the term hereof.

**6. Confidentiality.**

- a. The LHJ shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with LHJ's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

## DSHS/Local Health Jurisdiction General Terms & Conditions

- (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The LHJ shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the LHJ to employ reasonable security measures, which include restricting access to the Confidential Information by:
  - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
- (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or LHJ shall certify in writing that they employed a DSHS approved method to destroy the information. LHJ may obtain information regarding approved destruction methods from the DSHS contact

identified on the cover page of this Contract.

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. LHJ must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Certification Regarding Ethics.** By signing this Agreement, the LHJ certifies that the LHJ is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
8. **Debarment Certification.** The LHJ, by signature to this Agreement, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters.
9. **Disputes.** Both DSHS and the LHJ ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the LHJ Representative or their deputy or designed delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the LHJ Representative.

Upon receipt of the referral and relevant documentation, the Secretary and LHJ Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and LHJ Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and LHJ Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and LHJ Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
11. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
12. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the LHJ against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the LHJ involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
13. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DSHS and the LHJ shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DSHS and the LHJ agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the LHJ enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
14. **Independent Status.** For purposes of this Agreement and any Program Agreement, the LHJ acknowledges that the LHJ is not an officer, employee, or agent of DSHS or the state of Washington. The LHJ shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the state of Washington. The LHJ shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The LHJ shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the LHJ or the LHJ's employees.

- 15. Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
- 16. Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The LHJ shall pay for losses for which it is found liable.
- 17. Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

  - a. Document performance of all acts required by law, regulation, or this Agreement;
  - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the LHJ's invoices to DSHS and all expenditures made by the LHJ to perform as required by this Agreement.
- 18. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the LHJ and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
- 19. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

  - a. Applicable federal and state of Washington statutes and regulations;
  - b. This Agreement;
  - c. The Program Agreement(s).
- 20. Ownership of Material.** Material created by the LHJ and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the LHJ uses to perform a Program Agreement but is not created for or paid for by DSHS is owned by the LHJ and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material

for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the LHJ has a right to grant such a license.

21. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
22. **Subcontracting.** The LHJ may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DSHS, the LHJ, and a subcontractor of the LHJ are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DSHS shall be responsible for its proportionate share, and the LHJ shall be responsible for its proportionate share. Should a subcontractor to the LHJ pursuant to a Program Agreement be unable to satisfy its joint and several liability, DSHS and the LHJ shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the LHJ. This provision shall not apply in the event of a settlement by either DSHS or the LHJ.
23. **Subrecipients.**
  - a. General. If the LHJ is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the LHJ will;
    - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
    - (2) Maintain internal controls that provide reasonable assurance that the LHJ is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
    - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
    - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the LHJ and its Subcontractors who are subrecipients;
    - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
    - (6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department

## DSHS/Local Health Jurisdiction General Terms & Conditions

of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and 39.

- b. **Single Audit Act Compliance.** If the LHJ is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the LHJ will procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, the LHJ will:
  - (1) Submit to the DSHS contract person the data collection from and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F, prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or by an auditor during the course of a required audit, that the LHJ has been paid unallowable costs under any applicable Program Agreement, DSHS may require the LHJ to reimburse DSHS in accordance with 2 CFR Part 200.

**24. Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

**25. Termination Due to Change in Funding, Contract Renegotiation or Suspension.**

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

- a. At DSHS's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. DSHS's discretion, DSHS may give notice to the LHJ to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the LHJ's performance to be resumed prior to the normal completion date of the Program Agreement.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give the

LHJ written notice to resume performance. Upon the receipt of this notice, the LHJ will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this sub-section, "written notice" may include email.

- (3) If the LHJ's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Program Agreement by giving written notice to the LHJ. The parties agree that the Program Agreement will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered prior to the retroactive date of termination.
  - c. DSHS may immediately terminate the Program Agreement by providing written notice to the LHJ. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 26. Termination for Convenience.** The CCLS Chief may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the LHJ at least thirty (30) calendar days' written notice addressed to the LHJ at the address shown on the cover page of the applicable agreement. The LHJ may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contracts and Legal Services, PO Box 45811, Olympia, Washington 98504-5811.
- 27. Termination for Default.**
  - a. The CCLS Chief may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the LHJ, if DSHS has a reasonable basis to believe that the LHJ has:
    - (1) Failed to meet or maintain any requirement for contracting with DSHS;
    - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
    - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
    - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
  - b. Before the CCLS Chief may terminate this Agreement or any Program Agreement for default, DSHS shall provide the LHJ with written notice of the LHJ's noncompliance with the agreement and provide the LHJ a reasonable opportunity to correct the LHJ's noncompliance. If the LHJ does not correct the LHJ's noncompliance within the period of time specified in the written notice of noncompliance, the CCLS Chief may then terminate the agreement. The CCLS Chief may terminate the agreement



## DSHS/Local Health Jurisdiction General Terms & Conditions

for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.

- c. The LHJ may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the LHJ has a reasonable basis to believe that DSHS has:
  - (5) Failed to meet or maintain any requirement for contracting with the LHJ;
  - (6) Failed to perform under any provision of this Agreement or any Program Agreement;
  - (7) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
  - (8) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the LHJ may terminate this Agreement or any Program Agreement for default, the LHJ shall provide DSHS with written notice of DSHS' noncompliance with the agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the LHJ may then terminate the agreement.

**28. Termination Procedure.** The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The LHJ shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The LHJ shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the LHJ's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within ten (10) working days of the Program Agreement termination, the LHJ shall be charged with all reasonable costs of recovery, including transportation. The LHJ shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the LHJ pending return to DSHS.
- c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
- d. If the CCLS Chief terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the LHJ that DSHS determines is necessary to protect DSHS against loss or additional liability occasioned by the alleged default. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the LHJ was not in

default, or if the LHJ terminated the Program Agreement for default, the LHJ shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 29. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the LHJ shall ensure that any adult client receiving services from the LHJ under a Program Agreement has unrestricted access to the client's personal property. The LHJ shall not interfere with any adult client's ownership, possession, or use of the client's property. The LHJ shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the LHJ shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the LHJ from implementing such lawful and reasonable policies, procedures and practices as the LHJ deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 30. Title to Property.** Title to all property purchased or furnished by DSHS for use by the LHJ during the term of a Program Agreement shall remain with DSHS. Title to all property purchased or furnished by the LHJ for which the LHJ is entitled to reimbursement by DSHS under a Program Agreement shall pass to and vest in DSHS. The LHJ shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 31. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

## Island County | Contract Review Request

Contract Review Request # : **[CR572]**  
(available once submitted)

### Section 1: For Submitter

#### Contract Detail

<b>Contract Name *</b>	DSHS and LOCAL HEALTH JURISDICTION AGREEMENT on GENERAL TERMS and CONDITIONS 2385-48589 Amd #1 <small>Name of the contract to be reviewed</small>
<b>Contract With *</b>	DSHS <small>Whom will the contract be with? NOTE: Please start this with a letter [A-Z]. Use letters, numbers and spaces only.</small>
<b>Contract Type *</b>	Employment
<b>Description *</b>	<small>Describe the purpose of the contract</small> Although we do not currently have staff performing contract work at a DSHS owned facility, DSHS has requested that all LHJs adopt the new General Terms and Conditions for consistency.
<b>Contract Effective Date *</b>	7/1/2023 <small>What date will this contract go into effect?</small>
<b>Contract Term *</b>	06/30/2029 <small>Enter date period or event which will terminate the contract</small>
<b>Amendment or Extension? *</b>	<input checked="" type="radio"/> Amendment <input type="radio"/> Extension <input type="radio"/> Neither <small>Is this an amendment or extension to a prior contract?</small>
<b>Amendment Number *</b>	1 <small>Enter the amendment number</small>

#### Attachments

<b>Contract File *</b>	<small>Upload the file containing the contract text</small> Island County LHJ - 2385-48589.pdf 167.44KB <small>File formats: PDF, DOCX</small>
<b>Supporting Files</b>	<small>Upload any supporting documents necessary for justification</small> <small>File formats: PDF, DOCX, XLSX, TXT, RTF</small>
<b>Original Contract *</b>	<small>Upload the current contract version</small> Island County LHJ - 2385-48589 2017-2023.pdf 1.13MB <small>File formats: PDF or DOCX</small>
<b>Most Recent Approval *</b>	<small>Upload the most recent contract review approval form</small> Island County LHJ - 2385-48589 2017-2023 Risk and PA review approval.pdf 517.19KB <small>File formats: PDF or DOCX</small>

## Requestor Information

**Requested By \*** Melissa Overbury-Howland  
Submitter: please enter your name

**Department \*** Public Health

**Department Contact** Shawn Morris  
Departmental Contact (if not Requestor)

**Request Date \*** 6/22/2023  
Date of request

**Requested Completion Date**

## Financial Information

**Contract Amount \*** \$ 0.00  
Enter the contract monetary amount

**Request PA Review? \*** ☐ Yes ☒ No

Contracts valued under \$50,000 will not undergo legal review by the Prosecutor's Office, unless the above box has 'Yes' checked **and a separate confidential email is sent to [ICPACivil@islandcountywa.gov](mailto:ICPACivil@islandcountywa.gov)**, explaining the specific issues or terms for which you require legal review. Please include the Laserfiche Contract Name and CR Number in your email.

**Prior Contract Amount** \$ 0.00  
Prior Contract Amount (if any, requires Prior Contract Number)

**Suspension / Debarment Certification** ☐ Yes ☒ No  
**Required? \***

## Prosecuting Attorney Information

**PBK Number**

## Treasurer Information

**Revenue? \*** ☐ Yes ☒ No  
Is revenue collected (Government / State / District / County fees)?

**Expenditures? \*** ☐ Yes ☒ No

**Budgeted Amount** \$

**Grant Amount** \$

Legal or Risk approval of this contract does not address compliance with terms of the grant funding the contract. Please consult with the Auditor or Prosecutor if you have grant compliance concerns.

**Grant Matching Funds Needed** \$

**Bidding \*** ☐ Bid ☒ No Bid ☐ RFQ/RFP

**No Bid Justification? \*** N/A  
Explain why bids were not solicited.

**Includes Payment Processing? \*** ☐ Yes ☒ No  
e.g. credit card, bank connection, etc.

## IT Information

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### Technology Assets Required? \*

☐ Yes ☒ No

Will you be purchasing technology items or require technical services, software or software subscriptions, computers, wiring, installation, or data sharing agreements?

## Section 2: For reviewers only.

### RM Number

RM-HLTH-2023-257

For Risk

### Repository Location

\\Legal and Judiciary\\Contract and Agreement\\Employment\\FY2023\\Public Health

This is the location in the Laserfiche Repository where documents will be saved.

### Detailed Comments

Upload any files containing extensive comments.

File formats: PDF or DOCX



## ISLAND COUNTY PUBLIC HEALTH

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### Administration

PO Box 5000

Coupeville, WA 98239

P: 360.679.7350 F: 360.679.7390

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### MEMO

**DATE:** April 28, 2017

**TO:** Debbie Thompson

**FROM:** Michele Tefft, Administrative Services Director

**RE:** Fully Executed Contract

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Attached please find the following fully executed General Terms & Conditions Agreement Number 1783-86187 between Island County Public Health and WA State Department of Social & Health Services.

**General Terms & Conditions Agreement No. 1783-86187**

### *Enclosure*

Cc (Electronically):	Susan Geiger	Auditor's Office
	Suzanne Turner	Public Health
	Vanya Brown	Public Health



## DSHS and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

DSHS Contract Number  
1783-86187

These General Terms and Conditions are between the state of Washington Department of Social and Health Services (DSHS) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

County Contract Number

**TERM OF AGREEMENT:** The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

**START DATE:** July 1, 2017

**END DATE:** June 30, 2023

COUNTY NAME  
Island County

DSHS INDEX NUMBER  
1222

COUNTY ADDRESS  
PO Box 5000  
Coupeville, WA 98239-5000

COUNTY TELEPHONE  
(360) 679-7354

COUNTY FAX  
(360) 679-7381

DSHS CENTRAL CONTRACT SERVICES ADDRESS  
Central Contracts and Legal Services  
P.O. Box 45811  
Olympia, WA 98504-5811

DSHS CENTRAL CONTRACT SERVICES TELEPHONE  
(360) 664-6055

By their signatures below, the parties agree to this Agreement on General Terms and Conditions.

COUNTY SIGNATURE(S)

DATE(S)

PRINTED NAME(S) AND TITLE(S)

TELEPHONE NUMBER  
(INCLUDE AREA CODE)

*Jill Johnson*

4/11/17

Island County Board of County Commissioners  
Island County, Washington  
Jill Johnson, Chair

*Helen Price Johnson*

4-18-17

Island County Board of Health  
Helen Price Johnson, Chair

DSHS SIGNATURE

DATE

PRINTED NAME AND TITLE

TELEPHONE NUMBER  
(INCLUDE AREA CODE)

*Monika Vasil*

4/27/17

Monika Vasil  
Chief of Contracts

(360) 664-6071

## DSHS/County General Terms & Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
  - a. "Agreement" means this Department of Social and Health Services and County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
  - b. "CCLS Chief" means the individual in Central Contracts and Legal Services with oversight authority for Department of Social and Health Services statewide agency contracting procedures.
  - c. "Central Contracts and Legal Services (CCLS)" means the Department of Social and Health Services statewide agency headquarters contracting office, or successor section or office.
  - d. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
  - e. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - f. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
  - g. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
  - h. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - i. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the state of Washington.
  - j. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
  - k. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
  - l. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, or any financial identifiers.



## DSHS/County General Terms & Conditions

- m. "Program Agreement" or "County Program Agreement" means a written agreement between DSHS and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DSHS.
  - n. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
  - o. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
  - p. "Subcontract" means a separate contract between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
  - q. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
  - r. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the CCLS Chief and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DSHS shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. **Confidentiality.**
- a. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:
    - (1) As provided by law; or,
  - b. In the case of Personal Information, as provided by law or with the prior written consent

## DSHS/County General Terms & Conditions

of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of any Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
    - (2) Physically securing any computers, documents, or other media containing the Confidential Information.
  - c. To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
  - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
  - e. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
7. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
8. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
9. **Disputes.**

Both DSHS and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

## DSHS/County General Terms & Conditions

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
11. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
12. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DSHS and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DSHS and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

## DSHS/County General Terms & Conditions

- 13. Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DSHS or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
- 14. Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
- 15. Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.
- 16. Maintenance of Records.**
- During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- Document performance of all acts required by law, regulation, or this Agreement;
  - Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DSHS and all expenditures made by the County to perform as required by this Agreement.
- 17. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
- 18. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- Applicable federal and state of Washington statutes and regulations;
  - This Agreement;

## DSHS/County General Terms & Conditions

- c. The Program Agreement(s).
19. **Ownership of Material.** Material created by the County and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DSHS is owned by the County and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the County has a right to grant such a license.
20. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
21. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DSHS, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DSHS shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DSHS and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the County. This provision shall not apply in the event of a settlement by either DSHS or the County.
22. **Subrecipients.**
- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

## DSHS/County General Terms & Conditions

- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DSHS may require the County to reimburse DSHS in accordance with 2 CFR Part 200.

**23. Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

**24. Termination Due to Change in Funding, Contract Renegotiation or Suspension.**

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

- a. At DSHS's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days advance written notice to County, DSHS may suspend County's performance of any Program Agreement when DSHS determines that there is reasonable likelihood that the funding insufficiency may be

## DSHS/County General Terms & Conditions

resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this subsection, "written notice" may include email.

- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption.
  - (3) If the County's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DSHS may terminate the Program Agreement by providing at least fifteen (15) calendar days advance written notice to the County. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

**25. Termination for Convenience.** The CCLS Chief may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contracts and Legal Services, PO Box 45811, Olympia, Washington 98504-5811.

**26. Termination for Default.**

- a. The CCLS Chief may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DSHS has a reasonable basis to believe that the County has:
- (1) Failed to meet or maintain any requirement for contracting with DSHS;
  - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
  - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

## DSHS/County General Terms & Conditions

- b. Before the CCLS Chief may terminate this Agreement or any Program Agreement for default, DSHS shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the CCLS Chief may then terminate the agreement. The CCLS Chief may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a Client's health or safety is in jeopardy.
  - c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the County has a reasonable basis to believe that DSHS has:
    - (1) Failed to meet or maintain any requirement for contracting with the County;
    - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
    - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
    - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
  - d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DSHS with written notice of DSHS' noncompliance with the agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.
27. **Termination Procedure.** The following provisions apply in the event this Agreement or any Program Agreement is terminated:
- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
  - b. The County shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the County pending return to DSHS.
  - c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or



## DSHS/County General Terms & Conditions

usable by DSHS.

- d. If the CCLS Chief terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the County that DSHS determines is necessary to protect DSHS against loss or additional liability occasioned by the alleged default. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.
- 28. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. Title to Property.** Title to all property purchased or furnished by DSHS for use by the County during the term of a Program Agreement shall remain with DSHS. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DSHS under a Program Agreement shall pass to and vest in DSHS. The County shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 30. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

**COVID-19 Initial Response**  
**After Action Report**



## **Island County Public Health**

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**Assessment Division**



# OVERVIEW

## **PURPOSE**

The purpose of this COVID-19 After Action Report (AAR) presentation is to succinctly present the Board of Health (BOH) with the report findings, including strengths, weaknesses, lessons learned, areas for improvement and recommendations, in order to enhance future response to public health emergencies.

## **SCOPE OF REPORT**

This report provides a comprehensive assessment and analysis of preparedness and response efforts related to the COVID-19 pandemic, covering various aspects such as preparedness measures, response effectiveness, resource management, communication and public awareness, vulnerable populations, collaboration, coordination, and recommendations for improvement.



# OVERVIEW

## **HSEEP/AAR FRAMEWORK**

The Homeland Security Exercise and Evaluation Program (HSEEP) framework, recommended by the Washington Department of Health (WADOH), was employed for the COVID-19 After Action Report (AAR). This framework provided a structured methodology for evaluating the pandemic response, identifying strengths and weaknesses, and making recommendations for future preparedness and coordination efforts.

## **BACKGROUND**

Emergency response teams often face complex dynamics in their operations. The COVID-19 pandemic presented new and unprecedented challenges that had not been experienced in previous emergency responses in the United States. These challenges included prolonged response duration and an overwhelming demand for emergency services. As a result, the initial response had to rapidly expand (scale up), placing significant pressure on healthcare systems and revealing various shortcomings. Overcoming these challenges required the implementation of crucial strategies and the ability to adapt response efforts effectively.



# OVERVIEW

## KEY FINDINGS

During the COVID-19 response the following areas for improvement were identified:

- Communication
- Coordination
- Collaboration
- Cooperation
- Responder Health & Safety



## KEY FINDING:

## Communication

Communication is essential for effective emergency public health response as it impacts all aspects of the response effort. Clear and consistent communication ensures that the response team members understand their roles and responsibilities and are working together toward common goals.

Effective **Internal Communication (IC)** plays a crucial role in various aspects of crisis management. It helps prevent duplication of efforts, reduces the chance of important information being overlooked, and minimizes confusion and miscommunication.

Internal Communication (IC) was identified as a significant gap, including need to improve internal communication processes and collaboration among teams. Limited use of tools to facilitate communication among team members, resulting in difficulty in accessing, managing, and sharing important information



## **STRENGTH | External Communication (EC)**

Strong relationships with external partners improved collaboration and communication. This improved understanding and engagement resulting in better information flow. The external communication enhanced public safety and heightened readiness while keeping external partners informed on the latest developments of relevant information specifically, among local schools, healthcare providers, and long-term care in Island County.



## RECOMMENDATIONS

- **Increase** communication channels within the agency by establish new channels such as open office hours, all staff debrief emails, use of collaboration tools, and the development of an internal communication plan that outlines when and how messages will be disseminated
- **Improve** communication within teams and foster a culture of open communication. Team members should be encouraged to speak up and share information, and managers should seek to provide regular updates and feedback to ensure everyone remains informed
- **Streamline** the process for receiving and communicating critical information. Establishing clear protocols for receiving and relaying information may be necessary and involve assigning specific roles and responsibilities to individuals for establishing clear lines of communication, and using standardized methods for documentation and tracking
- **Develop** comprehensive internal communication strategies and crisis communication plan that include clear and consistent messaging for internal audiences. This may include developing key messages for identified internal target audiences and using appropriate channels to disseminate information
- **Leverage** technology to improve communication. Utilize tools to facilitate and improve communication collaboration capability among team members such as powerful tools such as instant messaging platforms to help ensure team members have access to important information in real-time, regardless of where they are located





## KEY FINDING:

### Coordination

## Coordination

The Incident Command System (ICS) and the National Incident Management System (NIMS) are structured organization frameworks used for managing and coordinating emergency incidents. The Incident Command System (ICS) is designed to establish a clear chain of command and control at an incident scene. It defines the roles, responsibilities, and organizational structure for managing emergencies and focuses on clear command structure and effective communication.

National Incident Management System (NIMS) establishes a common language, protocols, and processes to facilitate seamless communication and collaboration by promoting a unified and coordinated response. While ICS is a component of NIMS, NIMS provides a standardized approach to incident management, while ICS provides the organizational structure and processes for incident response within the broader NIMS framework.

Coordination plays a crucial role in an effective response effort. The report has identified a breakdown in the ICS/NIMS during the COVID-19 pandemic response.



## KEY FINDING:

## Coordination

### **S**TRENGTH | Staff Flexibility & Adaptability

Staff flexibility and adaptability foster a culture of creativity and innovation. When team members are empowered, they are more likely to come up with creative solutions to complex problems. This important strength helped teams to pivot quickly in response to changing circumstances, remain calm and composed under high-stressed situations for Island County.



## RECOMMENDATIONS

- **Review** and reinforcement of the National Incident Management System (NIMS)/Incident Command System (ICS) including clearly defining lines of authority and responsibility in the ICS. This will help avoid confusion about who is in charge and make it easier for teams to function effectively
- **Establish** clear communication protocols, develop feedback loops ensuring regular communication, coordination, and timely access to information between leadership, response teams, and internal county employees
- **Develop** clear chain of command within response teams. Establishing the authority structure can help clarify decision-making processes and approval procedures, reducing ambiguity and confusion among staff members
- **Credential** NIMS/ICS Leadership (Incident Commander, Section Chiefs, and Command staff). Provide training, support, and team scenario simulations for staff members to exercise their roles and responsibilities using ICS in a safe and controlled environment
- **Providing** regular updates and transparent **communication** to team members about the status of response effort and any changes to protocols and procedures including the development, disbursement, and training around all pivots in response strategy including all new emergency plans developed during incident response
- **Reassess** staff levels and adjusting workloads as needed to prevent team members from being overburdened as needed to prevent burn out



## KEY FINDING:

## Collaboration

### Collaboration

Effective communication fosters collaboration during emergency response by facilitating open and transparent exchanges of idea, feedback, and knowledge in diverse subject matter expertise. It creates an environment where individuals feel comfortable sharing their perspectives and working together to solve problems, brainstorm ideas, and make informed decisions. Collaboration in emergency response enables leveraging diverse expertise and experiences, leading to innovative and creative solutions to complex problems. Improving departmental silos, establishing project cycles, and including clinical staff can inform future response efforts.



## KEY FINDING:

## Collaboration

### STRENGTH | Common Operating Picture

Cross-department teams successfully operated Mass Testing and achieved the data goals sought. Logistics were effective and clear lines of communication aided in efficient information sharing, quick decision making and timely problem solving.



## RECOMMENDATIONS

- **Facilitate** a neutral and respectful conversation or mediation session to address conflict directly
- **Encourage** team members to actively participate in brainstorming sessions and share ideas, fostering a collaborative environment
- **Promote** information sharing across teams and departments to ensure comprehension understanding of projects or issues
- **Provide** training and resources to support effective use of the communication hub and collaborative tools
- **Leverage** the valuable perspectives of clinical staff to improve response strategies and outcomes
- **Create** communication channel between clinical leadership/clinical staff and health officer during public health emergencies



## KEY FINDING:

## Cooperation

Cooperation is an essential aspect of emergency response and plays a crucial role in mitigating the impact of the pandemic. Cooperation builds partnerships, trust, and mutual support among all stakeholders. It involves pooling resources, sharing information, coordinating actions, and working together to achieve a collective impact. Cooperation ensures a unified response, effective resource utilization, and a comprehensive approach to emergency management. Communication barriers and leadership dynamics limited collaboration, as well as lack of rotation in team projects and work exhaustion.



## KEY FINDING:

## Cooperation

### **S**TRENGTH | Synergy & Collaboration

Cooperation promotes the exchange of information, best practices, and resources among all. The sharing of knowledge among the community ensured that the public could take well informed actionable decisions towards their health and access to vaccinations.





## RECOMMENDATIONS

- **Foster** open and transparent communication channels to ensure information sharing and dialogue
- **Create** a supportive and non-judgmental environment where individuals feel comfortable expressing their thoughts and concerns among team
- **Establish** clear roles and responsibilities for communication within teams and across organization
- **Share** team accomplishments in multiple channels, encourage peer-to-peer recognition, and highlight collaborative team projects
- **Regularly evaluate and improve** communication processes, health and safety, and create a cycle of improvements utilize the strengths, weaknesses, opportunities, and threat (SWOT) analysis during responses lessons learned



## KEY FINDING:

## Responder H/S

**Responder Health & Safety (H/S)** It is essential to prioritize responder health and safety during public health emergencies to ensure emergency response efforts are effective. Burnout and exhaustion can negatively impact the ability of responders to do their job. Responders often work under extreme conditions, including long hours and accept delegation of additional tasks, roles and responsibilities during emergency response which can lead to physical and emotional exhaustion without adequate support for overall wellness.

Prioritizing responder health and safety is critical to ensuring sustained public health emergency preparedness and response efforts. Responder health and safety was identified as an area for future improvement. Responders worked for extended periods of time under stressful and challenging conditions, which impacted their physical and emotional well-being. Improvement in training, staffing levels, and resources can also improve future response efforts. Improved leadership direction can also improve morale of responders.



## KEY FINDING:

## Responder H/S

### STRENGTH | Responder Leadership

Responders stepped into new roles and accepted responsibility without hesitation in the emergency response efforts. This was a valuable strength in the emergency and demonstrated responder leadership, adaptability, and willingness to take initiative. Responders who are comfortable stepping into new roles are often comfortable taking risks and making decisions under pressure, which benefited the COVID-19 emergency response in Island County.



## RECOMMENDATIONS

- **Develop** a culture of wellness where rest and recovery time is valued and encouraged. Create responder feedback communication channels to support open communication with responder management
- **Develop** a comprehensive training program that includes scenarios for responding to emergencies in high-stress environments. Provide regular training on mental health, psychological first aid, and stress management
- **Establish** a system for tracking and addressing concerns raised by responders. Encourage individuals to report any issues they encounter, including concerns about workload, safety, and morale. Develop a process for addressing these concerns and providing feedback to responders
- **Improve communication** among leaders and responders. Provide regular updates and encourage open and honest communication including support to existing staff. Develop plan for staffing shortages that include cross-training staff to handle additional responsibilities while mandating breaks to ensure responders are not overworked
- **Prioritize** health and safety measures and communicate clear expectations to teams by fostering collaboration and communication to ensure responders feel supported, valued, and empowered to carry out duties safely and effectively

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# Behavioral Health Services with WhidbeyHealth

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Tabitha Sierra, RN, BSN, SANE, MPH  
Behavioral Health Program Manager  
July 18, 2023

Mariana Nibley, DNP, ARNP, PMHNP-BC  
Behavioral & Mental Health Provider

# Our Journey to Outpatient Access

- In April of 2023, WhidbeyHealth welcomed our first specialty trained provider in behavioral and mental health services, a Psychiatric Mental Health Nurse Practitioner (PMHNP).
- Service locations include both Freeland and Oak Harbor, at WhidbeyHealth clinics already established in the community.
- Initial appointments offered in-person only, with future plans for telehealth access of established patients.

Our initial roll out anticipated meeting a gap in access to care based on our rural location and the impact of the pandemic. Patient need has far exceeded all expectations.

# We Care for...

- Mood Disorders
- Anxiety Disorders
- Obsessive Compulsive and Related Disorders
- Schizophrenia Spectrum and Psychotic Disorders
- Sleep-Wake Disorders
- Trauma- and Stressor-Related Disorders
- Substance-Related and Addictive Disorders
- Feeding and Eating Disorders
- Somatic Symptom and Related Disorders
- Sexual Dysfunctions
- Gender Dysphoria
- Disruptive, Impulse-Control, and Conduct Disorders
- Neurocognitive Disorders
- Dissociative Disorders
- Neurodevelopmental Disorders

Our most frequent diagnosis is post-traumatic stress disorder (PTSD).

# By the Numbers

272

Patients Seen

131

New to  
WhidbeyHealth

230%

Daily census  
growth between  
April and July



# Summary of Outpatient Services

1. We accept Medicare, Medicaid (Apple Health) & private insurance.
2. Patients must be 13+ years of age
3. Monday through Thursday daytime appointments
4. In person at both Freeland and Oak Harbor clinics
3. One Psychiatric Mental Health Nurse Practitioner (PMHNP) on staff, with recruitment ongoing for additional PMHNP and Social Worker (LICSW)
4. January 2024- goal to bring on a Licensed Mental Health Counselor (LMHC)

More information on our Behavioral Health program can be found at:

<https://whidbeyhealth.org/behavioral-health>

Or call to schedule an appointment:

360.678.6648 (no referral needed with most insurance)

Thank you for sharing time with us today.