

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
(Including Diking Improvement District #4)

MAY 2, 2016

12:30 p.m. Special Work Session - Joint Meeting/Planning Workshop

MAY 3, 2016

10:00 a.m. Regular Meeting

MAY 4, 2016

9:00 a.m. Work Session with Individual Departments and Elected Officials

Location (Unless otherwise noted): Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Bldg., 1 NE 6th Street, Coupeville, WA

[\[CLICK HERE for Internet link to Island County Coupeville Campus Map & Contact Guide\]](#)

MEETING AGENDA – MAY 3, 2016

10:00 a.m. Convene Regular Meeting -- Pledge of Allegiance

Welcome to the Board of County Commissioners meeting. The Board values your input and ideas, and sets aside a time called "Public Input or Comments." A "Public Hearing" or "Public Meeting" will begin no sooner than the time shown. Occasionally, items do not make this agenda in time, but are added just prior to the meeting at the discretion of the Chair. This separate "Chair's Agenda" will be addressed as the schedule permits.

10:00 a.m. Public Input or Comments

This is time set aside for members of the public to speak to the Board about subjects of concern or interest, or items on the agenda. Comments on matters scheduled for Public Hearing will be taken at the time shown on the agenda. The Board will take all information under advisement, but generally will not take any action unless it is emergent in nature. To ensure your comments are recorded properly, please state your name and address clearly into the microphone. Please limit your comments to 2 minutes.

Consent Agenda

[Consent Agenda items will be considered together and will be approved on a single motion typically without discussion. The items proposed for the Consent Agenda are considered to be routine and public comment or inquiries are not anticipated. Any item on the Consent Agenda will be moved to the Regular Agenda upon request from any Board Member prior to or during the Board meeting. An item moved to the Regular Agenda will be considered after the Consent Agenda.]

- 1) [Approve](#) pre-audited vouchers, warrants, electronic funds transfers and payroll
- 2) Approve Minutes from previous meeting(s): Regular Sessions – 4/5, 4/12/16
Work Sessions – 3/17, 4/6/16

Human Services

- 3) [Contract Amendment 1](#) with WA State Department of Social and Health Services (DSHS) to extend the Long-Term Payable Agreement. Contract No. 1563-32715(1); Contract period: 7/1/16 – 6/30/17; Amount: \$0 (RM-HS-2016-147)
- 4) [Interagency Agreement](#) with North Sound Behavioral Health Organization to provide jail transition services. Contract No. NORTH SOUND BHO-ISLAND CO-JAIL SERVICES; Contract period: 4/1/16 – 3/31/18; Amount: \$86,999.52 (RM-HS-2016-150)

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – May 3, 2016

- 5) [Contract](#) with South Whidbey School District to provide support services to families struggling with homelessness. Contract No. HS-4-16; Contract period: 1/1/16 – 12/31/16; Amount: \$19,500 (RM-HS-2016-435)

Public Works

County Roads

- 6) [Local Agency Federal Aid Project Prospectus](#) – Countywide signage upgrade
7) [Contract Extension No. 1](#) with Zumar Industries for County signing upgrade; Time Extension 3/24/16 – 3/24/17 (RM-PW-2016-152) (PW-1620-055)

Parks

- 8) [Deed of Right](#) to Use Land for Public Outdoor Recreation Purposes - WA State Recreation and Conservation Funding Board and Recreation and Conservation Office (RCO); Trillium Community Forest, Smugglers Cove Property; inspect for compliance with agreement terms and conditions (RM-PW-2016-77) (PW-1620- 029)
9) [Deed of Right](#) to Use Land for Public Outdoor Recreation Purposes – WA State Recreation and Conservation Funding Board and Recreation and Conservation Office (RCO); Trillium Community Forest, Forest Bounty Loop (30.00 acres); inspect for compliance with agreement terms and conditions (RM-PW-2016-76) (PW-1620- 028)
10) [Deed of Right](#) to Use Land for Public Outdoor Recreation Purposes – WA State Recreation and Conservation Funding Board and Recreation and Conservation Office (RCO); Trillium Community Forest , Forest Bounty Loop (2.5 acres); inspect for compliance with agreement terms and conditions (RM-PW-2016-75) (PW-1620- 027)

Regular Agenda

[Items listed under this portion of the Agenda are typically considered separately.]

Current Use Planning & Community Development

- 11) [Ordinance C-43-16](#) (PLG-002-16) Amending the Island County Code to Make Housekeeping Amendments Identified by County Staff. As forwarded and recommended by the Planning Commission, this Ordinance addresses minor housekeeping issues such as obsolete text, scrivener’s errors, and minor inconsistencies in County Code Chapters 16.06, 16.13 and 17.03.

Long Range Planning

- 12) [Ordinance C-44-16](#) (PLG-003-16) Amending Island County’s Development Regulations to Protect Fish and Wildlife Habitat Conservation Areas. As forwarded and recommended by the Planning Commission, the Ordinance is intended to address compliance actions for Issues 1, 3 and 10 as described in the Growth Management Hearings Board Final Decision and Order issued June 24, 2015.

Public Hearings

[A Public Hearing will begin no sooner than the time shown.]

There are no public hearings scheduled

Commissioners Comments & Announcements

[This time provides an opportunity for Commissioners to discuss events, actions or issues that may generate public comment, media calls, or otherwise be of interest to the Board of County Commissioners.]

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – May 3, 2016

SPECIAL WORK SESSION – MAY 2, 2016 AT 12:30 P.M.

Location: Board of County Commissioners Hearing Room (Room 102B Basement), Island County
Annex Bldg., 1 NE 6th Street, Coupeville, WA

The Board of Island County Commissioners will meet in Special Session on Monday, May 2, 2016 beginning at 12:30 p.m. The purpose of the Special Session is to meet in a Joint Workshop with the Island County Planning Commission to discuss:

- Update on the Comprehensive Plan Process
- Workshop on Critical Areas Ordinance policy options, reviewing potential sections of code and/or policies to be updated
- Discussion of feedback from the public and municipalities on the Urban Growth Areas and Joint Planning Areas options and creating the maps for the draft Comprehensive Plan
- Review and discussion of preliminary draft Island County Comprehensive Plan elements, including Historic Preservation, Economic Development, Parks & Recreation, and Natural Resources
- Discussion on next steps for Comprehensive Plan update

For meeting materials please visit the [Planning Commission Website](#)

MAY 4, 2016 @ 9:00 a.m.

WORK SESSIONS with individual Departments and Elected Officials. Work Sessions are a public meeting which provides an opportunity in an information workshop format for the Board to review in detail ongoing issues with individual departments and elected officials. This time is also used for the Board to meet with other agencies, committees and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Sessions before being scheduled on the agenda for the Board’s regular business meetings held on Mondays.

Debbie Thompson, Clerk of the Board of County Commissioners (360) 679-7385

NOTICE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event: (360) 678-7919 from North Whidbey; (360) 629-4522 Ext. #7919 from Camano Island; or (360) 321-5111 Ext. #7919 from South Whidbey
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COUNTY OF ISLAND
STATE OF WASHINGTON
EXPENDITURE APPROVALS
May 3, 2016

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

VOUCHER APPROVALS					
Department		Department		Department	Amount
Assessor		Facilities	\$ 61,627.00	Planning	\$ 356.69
Auditor	\$ 7,897.56	Non Departmental (90)		Prosecuting Attorney	
Budget		GSA	\$ 19,344.11	Public Health	\$ 3,226.85
Clerk	\$ 927.03	Human Resources	\$ 13,018.50	Public Works	\$ 89,532.10
Commissioners	\$ 25,306.19	Human Services	\$ 5,699.42	Sheriff	\$ 7,813.28
Coroner	\$ 1,600.00	Information Technology	\$ 15,406.09	Superior Court/Juvenile	\$ 7,606.78
District Court	\$ 3,004.75	Miscellaneous (Comm)		Treasurer	\$ 1.85
Emergency Management	\$ 3,500.00	Natural Resources	\$ 15,206.91		
Extension Services	\$ 123.33	Non Departmental (00)	\$ 4,649.35		
Total					\$ 285,847.79

WARRANT APPROVALS				
	Warrant #	through	Warrant #	
	508703		508925	\$ 949,744.47
Total				\$ 949,744.47

EFT APPROVALS			
Description		Fund	
EFT Debit Card Settlement Date 4/21/2016		997	\$ 747.49
EFT Debit Card Settlement Date 4/22/2016		997	\$ 207.99
EFT Debit Card Settlement Date 4/23/2016		997	\$ 1,094.18
EFT Debit Card Settlement Date 4/24/2016		997	\$ 345.02
EFT Debit Card Settlement Date 4/25/2016		997	\$ 20.00
EFT Debit Card Settlement Date 4/26/2016		997	\$ 46.82
EFT Debit Card Settlement Date 4/27/2016		997	\$ 45.00
EFT Mass Mutual 457 Plan Settlement Date 4/15/2016		997	\$ 13,795.00
EFT Nationwide Retirement 457 Plan Settlement Date 4/19/2016		997	\$ 1,175.00
EFT Department of Retirement Systems 457 Plan Settlement Date 4/19/2016		997	\$ 3,952.50
EFT Mass Mutual 457 Plan Settlement Date 4/1/2016		997	\$ 13,795.00
EFT Nationwide Retirement 457 Plan Settlement Date 4/5/2016		997	\$ 1,175.00
EFT Department of Retirement Systems 457 Plan Settlement Date 4/5/2016		997	\$ 3,902.50
EFT HRA/VEBA Settlement Date 4/15/2016		997	\$ 3,012.50
EFT HRA/VEBA Settlement Date 4/1/2016		997	\$ 3,075.00
EFT Payroll Taxes Pay Date 4/29/2016		997	\$ 241,072.07
Total			\$ 287,461.07

PAYROLL APPROVALS				
Description Pay Period	Apr 3 - Apr 16, 2016	Pd: 4/29/2016		
Warrants	41927	through	41937	\$ 12,466.52
Direct Deposit				\$ 668,781.12
Total				\$ 681,247.64

APPROVED this 3rd day of May 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 5/3/16 #3
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG

 RESOLUTION/ORDINANCE NO

DEPARTMENT: Human Services	
DIVISION: Alcohol & Substance Abuse & Developmental Disabilities	
STAFF CONTACT: Jaime Montoya	
AGENDA SUBJECT: Contract Amendment # 1563-32715(1) with DSHS; Contract Amendment Period: 7/1/16-6/30/17; Contract Amendment Amount: \$0; New Contract Amount: Based on Annual Review; RM-HS-2016-147	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (if applicable) N/A
This contract amendment extends on long-term payable agreement with DSHS through 6/30/17. Contract period is 7/1/15-6/30/17.	
FISCAL IMPACT/FUNDING SOURCE: 1563-32715(1)	
RECOMMENDED ACTION:	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe)___
SUGGESTED MOTION:	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- 1 OTHER Return original to Human Services



**COUNTY PROGRAM or INTERLOCAL
LONG-TERM PAYABLE AGREEMENT**

DSHS CONTRACT NUMBER:
1563-32715

Amendment No. 01

AMENDMENT

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME Island County		CONTRACTOR doing business as (DBA) Island County	
CONTRACTOR ADDRESS PO Box 5000 Coupeville, WA 98239-5000		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1222
CONTRACTOR CONTACT Lynda Richards	CONTRACTOR TELEPHONE (360) 678-7996	CONTRACTOR FAX () -	CONTRACTOR E-MAIL ADDRESS L.Richards@co.island.wa.us
DSHS ADMINISTRATION Executive Administration		DSHS DIVISION Financial Services	DSHS CONTRACT CODE 8030CS-63
DSHS CONTACT NAME AND TITLE David Erickson Financial Coordinator		DSHS CONTACT ADDRESS PO Box 45842 Olympia, WA 98504-5842	
DSHS CONTACT TELEPHONE (360)664-5757	DSHS CONTACT FAX (360)664-5775	DSHS CONTACT E-MAIL ADDRESS erickdd@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 07/01/2016	CONTRACT END DATE 06/30/2017		
PRIOR MAXIMUM CONTRACT AMOUNT \$0.00	AMOUNT OF INCREASE OR DECREASE N/A	TOTAL MAXIMUM CONTRACT AMOUNT Based on Annual Review	
REASON FOR AMENDMENT: CHANGE OR CORRECT PERIOD OF PERFORMANCE			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify):			
This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE <i>Richard M. Hannord, Chair</i>		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Angela Williams, Contract Manager DSHS Central Contract Services		DATE SIGNED

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from July 1, 2016, to June 30, 2017, as stated on Page One of this Amendment.
2. DSHS revises the DSHS Contact Name and Contact Address to David Erickson as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16 #4
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Human Services	
DIVISION: Mental Health	
STAFF CONTACT: Jaime Montoya	
AGENDA SUBJECT: Contract # NORTH SOUND BHO-ISLAND CO-JAIL SERVICES-16-18 with North Sound Behavioral Health Organization; Contract Period: 4/1/16-3/31/18; Contract Amount: \$86,999.52; RM-HS-2016-150	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (if applicable) N/A
This contract provides money to run the jail transition program. Currently done by Sunrise Services, we will be sending out a request of letters of intent to contract.	
FISCAL IMPACT/FUNDING SOURCE: NORTH SOUND BHO-ISLAND CO-JAIL SERVICES-16-18	
RECOMMENDED ACTION:	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe)___
SUGGESTED MOTION:	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | APPROVED |
| <input type="checkbox"/> | DENIED |
| <input type="checkbox"/> | TABLED/DEFERRED/NO ACTION TAKEN |
| <input type="checkbox"/> | CONTINUED TO DATE: ____/____/____ TIME: _____ |
| <input type="checkbox"/> | OTHER |

**NORTH SOUND
BEHAVIORAL HEALTH ORGANIZATION
(NORTH SOUND BHO)**

INTERAGENCY AGREEMENT

WITH

ISLAND COUNTY

CONTRACT #NORTH SOUND BHO-ISLAND CO-JAIL SERVICES-16-18

APRIL 1, 2016 TO MARCH 31, 2018

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EXHIBITS

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- 4
- 5 Exhibit B – Exhibit Intentionally Withdrawn
- 6
- 7 Exhibit C – Data Security Requirements
- 8
- 9 Exhibit D - Mission Statement
- 10
- 11 Exhibit E - Exhibit Intentionally Withdrawn
- 12
- 13 Exhibit F – DSHS Admin Policy No. 7.21
- 14
- 15 Exhibit G – DSHS Admin Policy No. 7.01
- 16
- 17 Exhibit H – DSHS Admin Policy No. 7.20
- 18
- 19 Exhibit I- Exhibit Intentionally Withdrawn
- 20
- 21 Exhibit J – Core Values and Principles
- 22
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- 24
- 25 Exhibit L - Exhibit Intentionally Withdrawn
- 26
- 27 Exhibit M - Exhibit Intentionally Withdrawn
- 28
- 29 Exhibit N – Business Associate Agreement
- 30
- 31 Exhibit O - Exhibit Intentionally Withdrawn
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- 33 Exhibit P – Ombuds Services
- 34
- 35 Exhibit Q – Budget
- 36
- 37 Exhibit R - Exhibit Intentionally Withdrawn
- 38
- 39 Exhibit S - Exhibit Intentionally Withdrawn
- 40
- 41 Exhibit T - Exhibit Intentionally Withdrawn
- 42
- 43 Exhibit U – Management Information System
- 44

INTERAGENCY AGREEMENT

1
2
3
4 **THIS INTERAGENCY AGREEMENT** (the "Contract"), pursuant to Chapter 71.24 RCW and all relevant and
5 associated statutes, as amended, is made and entered into by and between the NORTH SOUND
6 BEHAVIORAL HEALTH ORGANIZATION, LLC dba THE NORTH SOUND BHO ("North Sound BHO"), 301 Valley
7 Mall Way, Ste. 110, Mount Vernon, Washington 98273, and ISLAND COUNTY ("Contractor"), PO Box 5000,
8 Coupeville, WA 98239.
9

10 This Contract incorporates the Contract's Exhibits to the Contract and other documents incorporated
11 by reference.
12

13 The effective date of this Contract is April 1, 2016. This Contract shall terminate on March 31, 2018.
14

15 **A. DEFINITIONS**

16 As used anywhere within this Contract or Exhibits the following terms have the indicated meanings:
17

18 7.01 Plan is NORTH SOUND BHO's Board approved plan, which outlines NORTH SOUND BHO's
19 commitment to planning and service delivery for American Indian governments and communities
20 (Exhibit G).
21

22 Abuse means "provider practices that are inconsistent with sound fiscal, business, or medical
23 practices and result in an unnecessary cost to the Medicaid program in reimbursement for services
24 that are not medically necessary, or fail to meet professionally recognized standards for health care"
25 (Medicaid Managed Care Fraud and Abuse Guidelines).
26

27 Access refers to the initial request for services, initial screening and related response-time
28 requirements (as defined in the Clinical Eligibility and Care Standards (CECS) section of NORTH
29 SOUND BHO contract).
30

31 Accessibility means the extent to which an eligible recipient can obtain available services.
32 Accessibility includes both the ability to contact the organization, availability of providers and
33 services. For example, outreach may be available, but if a provider does not routinely provide active
34 outreach, outreach is not accessible.
35

36 Accountability means responsibility of Contractor for achieving defined outcomes, goals and contract
37 obligations.
38

39 Administrative Costs mean costs for the general operation of the public mental health system. These
40 activities cannot be identified with specific direct services or direct services support function.
41

42 Advance Directive means a written document in which a principal makes a declaration of instructions,
43 preferences, or appoints an agent to make decisions on behalf of the principal regarding their mental
44 health treatment or both and is consistent with the provisions of Washington's Mental Health
45 Advance Directive statute.
46

1 Allied Systems means state or local services which provide individuals with assistance to reduce the
2 impact of disabilities, functional impairments, or skill deficits and which promote stable community
3 living.

4
5 Ancillary Crisis Services means costs associated with providing medically necessary crisis services
6 which cannot be covered under the Medicaid state plan including, but not limited to, the cost of
7 room and board for individuals in hospital diversion beds.

8
9 Annual Revenue means all revenue received by the Behavioral Health Organization (BHO) pursuant to
10 the Contract for July of any year through June of the next year.

11
12 Arbitration means the process by which the parties to a dispute submit their differences to the
13 judgment of an impartial person or group appointed by mutual consent or statutory provision.

14
15 Assessment means a process which provides sufficient information to determine medical necessity
16 for mental health services covered under this Contract.

17
18 Behavioral Health Agency (BHA) means a Behavioral Health Agency that is licensed by the State of
19 Washington to provide behavioral health and/or substance use disorder treatment and is
20 subcontracted under this Contract to provide services.

21
22 Case Management means assistance to a recipient and family (or significant other) to obtain,
23 maintain, or develop appropriate resources.

24
25 Community Mental Health Agency (CMHA) means community mental health centers that are
26 subcontracted by the BHO and licensed to provide mental health services covered under this
27 Contract.

28
29 Community Support Services shall have the meaning ascribed to it by RCW 71.24.025(8) and shall
30 include all community-based, outpatient services described in WAC 388-865-0230 and 388-877 and
31 877A.

32
33 Computer Information System (CIS) means a business application of the computer. It is made up of
34 the database, application programs and manual and machine procedures. It also encompasses the
35 computer systems that do the processing.

36
37 Coordinated Quality Improvement Program (CQIP) Health care institutions and medical facilities,
38 other than hospitals that are licensed by the department, professional societies or organizations,
39 health care service Contractors, health maintenance organizations, health carriers approved pursuant
40 to chapter 48.43 RCW and any other person or entity providing health care coverage under chapter
41 48.42 RCW that is subject to the jurisdiction and regulation of any state agency or any subdivision
42 thereof may maintain a CQIP for the improvement of the quality of health care services rendered to
43 patients and the identification and prevention of medical malpractice as set forth in RCW 70.41.200.

1 Corrective Action/Compliance Review is when findings from a NORTH SOUND BHO/Health Recovery
2 Services Administration (HRSA) review or other monitoring efforts or audits show that there are
3 apparent violations of this Contract, Contractor shall implement corrective action within specified
4 timeframes determined by NORTH SOUND BHO/HRSA/Department's other auditors.
5

6 Corrective Action Plan (CAP) is a written plan specifying what Contractor is required to do to be in
7 compliance. This includes required improvements and a timeline for such action(s) to be
8 accomplished.
9

10 Crisis may be self-defined or a situation where an individual is acutely mentally ill, or experiencing
11 serious disruption in cognitive, volitional, psychosocial and/or neurophysiological functioning.
12

13 Crisis Plan is a blueprint for action in the case of an individual (or child/family) who is experiencing
14 imminent or substantial risk of harm to self/others or who is at risk of decompensation that could
15 lead to future use of psychiatric inpatient services.
16

17 Crisis Services means a face-to-face evaluation and treatment of mental health emergencies and
18 crises to non-enrolled, as well as, enrolled individuals experiencing a crisis as defined by the WAC.
19 Crisis services shall be available on a 24-hour basis with the goal of stabilizing the person in crisis and
20 providing immediate or short-term treatment and support in the least restrictive environment
21 available. Crisis services may be provided prior to an intake evaluation/assessment.
22

23 Cultural Competence means a set of congruent behaviors, attitudes and policies that come together
24 in a system or agency enabling that system or agency to work effectively in cross-cultural situations. A
25 culturally competent system of care acknowledges and incorporates at all levels the importance of
26 language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics
27 of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally
28 unique needs.
29

30 Day for purposes of this Contract means calendar day unless otherwise specified.
31

32 Detention means, pursuant to RCW 13.16.030, staffed juvenile detention facilities for dependent,
33 wayward and delinquent children, separate and apart from the detention facilities for adults.
34

35 Deliverable means any written information required for submission to NORTH SOUND BHO to satisfy
36 the work requirements of this Contract and that are due by a particular date or on a regularly
37 occurring schedule.
38

39 Diversion means to redirect an individual from being placed in a restrictive setting (i.e., jail, inpatient
40 services) to clinically appropriate less restrictive alternative(s) (LRA).
41

42 Emergent means a situation where an individual is at imminent risk of substantial harm to
43 him/herself or others.
44

1 Evaluation and Treatment (E&T) Facility means a facility which can provide directly or by direct
2 arrangement with other public or private agencies, emergency evaluation and treatment, outpatient
3 care and timely and appropriate inpatient care to persons suffering from a mental disorder and is
4 certified as such by the Department of Social and Health Services (DSHS).

5
6 Fair Hearing means a grievance hearing before Washington State Office of Administrative Hearings.

7
8 Family means:

- 9
10 1. For adults those the individual defines as family or those appointed/assigned (i.e., guardians,
11 siblings, caregivers and significant others) to the individual.
12 2. For children, a child's biological parents, adoptive parents, foster parents, guardian, legal
13 custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed
14 by DSHS or a tribe.

15
16 Fraud means "an intentional deception or misrepresentation made by a person with the knowledge
17 the deception could result in some unauthorized benefit to self or some other person. It includes any
18 act that constitutes fraud under applicable Federal or State law".

19
20 Geographic Area is NORTH SOUND BHO's Service Area consisting of the following geographic areas:

- 21
22 1. Island County
23 2. San Juan County
24 3. Skagit County
25 4. Snohomish County
26 5. Whatcom County

27
28 Grievance means an expression of dissatisfaction about any matter. Possible subjects for grievances
29 include, but are not limited to, the quality of care or services provided, aspects of interpersonal
30 relationships, such as, rudeness of a provider or employee, or failure to respect the individual's rights.

31
32 Health Insurance Portability and Accountability Act (HIPAA) of 1996 means as amended, codified at
33 42 USC §§ 1320d-d8 and its implementing regulations at 45 CFR Parts 160 and 164.

34
35 Individual means a person who has applied for, is eligible for, or receives BHO-authorized behavioral
36 health services from an agency licensed by the Department as a behavioral health agency. In the case
37 of a minor, the Individual's parent or, if applicable, the Individual's custodial parent.

38
39 Individual Choice means the individual/child/families guaranteed opportunity to choose freely among
40 treatment options and support services (based on identified needs) and to be full partners in the
41 treatment process. "Choice" supports the notion that to the degree possible,
42 individuals/child/families need to play a key role in designing their own service/support "packages",
43 including involvement of natural supports and culturally specific services.

1 Individual Voice means indicators of ownership in and involvement with planning his/her own
2 supports and services. In individualized plans, voice is best indicated by the use of "quotations".
3

4 Involuntary Treatment means treatment provided under the Involuntary Treatment Act (ITA) Chapter
5 71.05 RCW, as amended, and its implementing regulations at Chapter 388-865 WAC for individuals
6 age 13 and older, who do not agree to treatment/hospitalization and are detained against their will
7 after having been evaluated by a County Designated Mental Health Professional (CDMHP) and court
8 hearing found to need treatment/hospitalization by meeting one of the statutory criteria (danger to
9 self, others, or gravely disabled); therefore, ordered or remanded to treatment by court decision.
10

11 Medical Necessity or Medically Necessary means a term for describing a requested service which is
12 reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of
13 conditions in the recipient that endanger life, cause suffering or pain, result in illness or infirmity,
14 threaten to cause or aggravate a handicap, or cause physical deformity or malfunction and there is no
15 other equally effective, more conservative, or substantially less costly course of treatment available
16 or suitable for the person requesting service. "Course of treatment" may include mere observation
17 or, where appropriate, no treatment at all.
18

19 Mental Disorder is a disorder as defined in RCW 71.34.020(12) for children and RCW 71.05.020(2) for
20 adults.
21

22 Mental Health Care Provider (MHCP) means the individual with primary responsibility for
23 implementing an individualized plan for mental health rehabilitation services. Minimum qualifications
24 are B.A. level education in a related field or A.A. level education with two years' experience in the
25 mental health or related fields.
26

27 Office of Management and Budget (OMB) Circular A-133 means the federal "Audits of States, Local
28 Governments and Non-Profit Organizations".
29

30 Performance Indicator(s) means system level information on the types of service to individuals, the
31 duration and intensity of services, staffing patterns and fiscal viability.
32

33 Personal Information means information identifiable to any person including, but not limited to,
34 information that relates to a person's name, health, finances, education, business, use or receipt of
35 governmental services or other activities, addresses, telephone numbers, social security numbers,
36 driver license numbers, other identifying numbers and any financial identifiers.
37

38 Publish means an officially sanctioned document provided by HRSA on HRSA Internet or Intranet
39 websites for downloading, reading, or printing. Contractor shall be notified in writing or by e-mail
40 when a document meets the criteria.
41

42 Quality Assurance means a focus on compliance to minimum requirements (i.e., rules, regulations
43 and contract terms), as well as, reasonably expected levels of performance, quality and practice.
44

1 Quality Improvement means a focus on activities to improve performance above minimum
2 standards/reasonably expected levels of performance, quality and practice.
3

4 Quality Management/Strategy means an overarching system/process whereby quality assurance and
5 quality improvement activities are incorporated and infused into all aspects of an organization's or
6 system's operations.
7

8 Rehabilitation means to restore to customary activity through education, skill building and therapy.
9 The purpose of rehabilitation is to increase independence and ability to participate in life meaning
10 activities.
11

12 Reserve Accounts means an allocation of fund balance at the BHO set aside for a specific purpose by
13 the BHO governing board or local legislative authority. The reserve accounts shall include an:
14

- 15 1. Operating Reserve - Funds designated from mental health revenue sources that are set aside
16 into an operating reserve account by official action of the BHO's governing body. Operating
17 reserve funds may only be set aside to maintain adequate cash flow for the provision of
18 mental health services.
- 19 2. Inpatient Reserve – Funds designated from mental health revenue sources to pay for future
20 inpatient hospital claims.
21

22 Risk means the possibility Contractor may incur a loss because the cost of providing services may
23 exceed the premium payments made by NORTH SOUND BHO to Contractor for services covered
24 under this Contract.
25

26 Subcontract means any written Agreement between Contractor and subcontractor or between
27 Contractor, subcontractor and another subcontractor to provide services or activities otherwise
28 performed under this Contract.
29

30 Subcontractor means an individual or entity performing all or part of the services under this Contract
31 under a separate contract with the Contractor or its subcontractors.
32

33 Transition Youth means anyone age 17-21.
34

35 Underserved means persons who are minorities, children, older adults, disabled and low-income
36 persons (See WAC 388-865-0150).
37

38 Urgent Care means a service to be provided to persons approaching a mental health crisis. If services
39 are not received within 24 hours of the request, the person's situation is likely to deteriorate to the
40 point that emergent care is necessary.
41

42 Youth means anyone age 13-17 (13-20 if Medicaid).
43

1 **B. PERFORMANCE STANDARDS**

2
3 **1. GENERAL OPERATING STANDARDS**

- 4 a. Contractor must ensure that individuals and individuals' families participate in planning
5 activities and participate in the implementation and evaluation of Contractor's
6 contractual functions. Contractor must be able to demonstrate how this requirement is
7 implemented.
8 b. Contractor shall encourage and promote Dignity and Respect in the provision of services
9 under this Contract.
10 c. Contractor must maintain a written Advance Directive policy and procedure that
11 respects enrollees' advance directives for psychiatric care. Policy and procedures must
12 comply with NORTH SOUND BHO's Advance Directives policy and procedure.
13 d. Contractor must ensure benefits are provided in accordance with NORTH SOUND BHO's
14 policies and procedures and are not arbitrarily denied or reduced (i.e., amount, duration,
15 or scope of a required service) based solely upon the diagnosis, type of mental illness, or
16 enrollee's mental health condition.
17 e. Contractor shall notify individuals in writing of changes in service, denials/changes, or
18 termination in services in accordance with NORTH SOUND BHO policies and procedures.

19
20 **2. OUTPATIENT INITIAL REFERRAL AND CONTINUED SERVICE COORDINATION**

21 Contractor shall facilitate the transition from Jail Services to Outpatient Services.

22
23 Contractor shall assist the individual with the transition and coordination of services upon
24 release from jail.

25
26 Contractor shall continue to meet the transition needs of the individual provided under this
27 Contract until the individual receives their first outpatient appointment and/or individual has
28 declined further services, whichever occurs first. The duration of jail transition engagement
29 services shall be approximately 90 days or at an end date mutually agreed upon between
30 Contractor and individual for the purpose of transition services.

31
32 **3. MENTAL HEALTH NEEDS ASSESSMENT**

33 Contractor shall conduct a mental health needs assessment on individuals identified by the
34 Contractor who are in need of mental health transition services.

35
36 Mental Health Needs Assessment shall, at a minimum, contain the following elements:

- 37
38 a. Individual's identification of problem, in his/her words;
39 b. Identifying risk issues to self or others;
40 c. Individual's functioning level abbreviated mental health status assessment;
41 d. Determination of mental health, medical/chemical dependency issues;
42 e. Identify whether the individual is a current or past enrollee of mental health/chemical
43 dependency services;
44 f. Medication history and current needs; and
45 g. Completion of the GAIN Screening Tool.

1 Contractor shall ensure the mental health needs assessment is in language and terminology
2 that is understandable to the individual.

3
4 Contractor shall address age, cultural, or disability issues of the individual.
5

6 Contractor will include measurable goals for progress toward rehabilitation, recovery and
7 reintegration into the mainstream of social, employment and educational choices involving
8 other systems when appropriate.
9

10 Contractor shall demonstrate the provider has worked with the individual and others at their
11 request to determine his/her need in the following life domains:
12

- 13 a. Housing;
- 14 b. Food;
- 15 c. Income;
- 16 d. Health and dental care;
- 17 e. Transportation;
- 18 f. Work, school, or other daily activities;
- 19 g. Social life; and
- 20 h. Referral services and assistance in obtaining supportive services appropriate to
21 treatment, such as, substance abuse treatment.
22

23 **4. ACCESS TO AGE AND CULTURALLY COMPETENT SERVICES**

24 In accordance with WAC 388-865-0415, Contractor must document and otherwise ensure that
25 eligible individuals have access to age and culturally competent services when and where
26 those services are needed. They must:
27

- 28 a. Identify and reduce barriers to people getting the services where and when they need
29 them;
- 30 b. Comply with the Americans with Disabilities Act 42 USC § 12101 et seq. and Washington
31 State Antidiscrimination Act, Chapter 49.60 RCW;
- 32 c. Ensure services are timely, appropriate and sensitive to the age, culture, language,
33 gender and physical condition of the individual;
- 34 d. Encourage alternative service delivery models to make services more available to
35 underserved persons as defined in WAC 388-865-0150;
- 36 e. Provide access to telecommunication devices or services and certified interpreters for
37 deaf or hearing impaired individuals and limited English proficient individuals;
- 38 f. Bring services to the individual or locate services at sites where transportation is
39 available to individuals; and
- 40 g. Ensure compliance with all state and federal non-discrimination laws, rules and plans.
41

1 **5. INDIVIDUAL AND FAMILY VOICE**

2 Contractor must ensure all individuals have voice in developing their transition plans, advance
3 directives and crisis plans. At a minimum, transition goals must be written in the words of the
4 individual and documentation must be included in the clinical record describing how the
5 individual sees his/her progress. Contractor must be able to demonstrate how this
6 requirement is implemented and monitored.
7

8 **6. GRIEVANCE, APPEAL AND FAIR HEARING PROCESSES**

9 Contractor must implement grievance, appeal and fair hearing processes that are in
10 conformance with NORTH SOUND BHO policies and procedures.

11
12 Contractor and its subcontractors shall abide by NORTH SOUND BHO, grievance, appeal and
13 fair hearing determinations.
14

15 In addition Contractor shall:

- 16
17 a. Implement a Grievance process that complies with WAC 388-865-0255 and 388-
18 877/877A or any successors;
19 b. Coordinate with NORTH SOUND BHO grievance process and Ombuds Services;
20 c. Provide assistance to clients filing a grievance;
21 d. Provide access to interpreter services and toll free numbers with adequate TTY/TTD and
22 interpreter capability; and
23 e. Incorporate concerns from grievances into Contractor services without identifying
24 individual clients.
25

26 **7. LOCAL RESPONSIVENESS AND COMMUNICATIONS**

27 Contractor shall cooperate with NORTH SOUND BHO in the Service Area to provide a locally
28 responsive delivery system. Contractor shall provide individuals and referral sources
29 information and education about the referral process, service availability, service population
30 and common symptoms of mental illness to individuals and referrals sources and shall post
31 and make known individual rights and responsibilities including grievance, appeal and fair
32 hearing procedures and availability of Ombuds services.
33

34 Contractor shall have written policy and procedures that comply with NORTH SOUND BHO's
35 policies on enrollee rights and address the following:
36

- 37 a. Individual mental health rights applicable to non-Medicaid individuals as defined in WAC
38 388-865-0410 and 338-877-0600.
39 b. Oral interpretation services provided free of charge to the individual.
40 c. Information those written materials are available when requested in alternate formats. These
41 materials must be available and easily understood by individuals.
42

43 Access to translated copies may be downloaded at:
44 <http://www.dshs.wa.gov/dbhr/pubs.shtml#dbhr>
45

1 **8. CRITICAL INCIDENTS**

2 Contractor and its subcontractors shall comply with NORTH SOUND BHO's Critical Incident
3 Reporting Policy and Procedure and any successor regarding critical incidents.
4

5 **9. STAFF COMPETENCY AND TRAINING**

6 Contractor and its subcontractors shall comply with NORTH SOUND BHO credentialing policies
7 and procedures and shall ensure all staff are qualified for the position they hold and have, at a
8 minimum, education, experience and skills to perform their job requirements, per Chapter
9 388-865 WAC, including any required licenses or certifications.
10

11 Contractor shall require a criminal history background check pursuant to RCW 43.43.830; 832;
12 834 and 43.20A.710 shall be completed for all current employees, volunteers and
13 subcontractors and a criminal history background check shall be initiated for all prospective
14 employees, volunteers and subcontractors who may have unsupervised access to children,
15 people with developmental disabilities, or vulnerable adults.
16

17 Contractor shall collaborate with NORTH SOUND BHO to implement, maintain and revise the
18 Regional Training Plan incorporated as Exhibit K or any successor.
19

20 Contractor must participate in training when requested by NORTH SOUND BHO/HRSA. A
21 request for an exception to participation in required training must be in writing and include a
22 plan for how the required information will be provided to the appropriate
23 Contractor/subcontractor staff.
24

25 **10. MANAGEMENT INFORMATION SYSTEM**

26 Contractor shall:

27
28 Ensure the existence and operation of an electronic health record (EHR) that is compatible
29 with NORTH SOUND BHO's CIS and has the capability to transmit data timely and accurately.
30 Contractor shall develop and maintain an information system in comport with Exhibit C and
31 Exhibit U incorporated herein.
32

33 NORTH SOUND BHO will require Contractor to provide a Business Continuity and Disaster
34 Recovery Plan (BCDRP) that insures timely reinstatement of the CIS following total loss of the
35 primary system or a substantial loss of functionality. Contractor must submit to NORTH
36 SOUND BHO the most recent version of the BCDRP within 30 calendar days of execution of
37 this Contract and within 30 calendar days of Contractor updating their BCDRP.
38

39 **11. MEDICAID ELIGIBILITY**

40 Contractor shall verify an individual's Medicaid eligibility at each appointment. For individuals
41 not currently enrolled in Medicaid, Contractor shall refer individuals to the designated in-
42 person assistor agency in their catchment area. Contractor shall act in accordance with
43 NORTH SOUND BHO policy on eligibility verification herein incorporated by reference.
44

- 1 **12. BUSINESS ASSOCIATE AGREEMENT**
2 Contractor shall abide by the provisions of NORTH SOUND BHO/Contractor Business
3 Associates Agreement (Exhibit N).
4
- 5 **13. MONITORING**
6 Contractor shall monitor subcontractors providing clinical services under this Contract to
7 ensure services are provided in conformance with laws, regulations, other clinical standards,
8 Behavioral Health State Contract (BHSC) between NORTH SOUND BHO and DBHR that
9 provides for Jail Services and this Contract.
10
- 11 **14. DELIVERABLES**
12 Contractor must ensure plans or reports required by this Contract are provided to NORTH
13 SOUND BHO in compliance with the timelines/formats indicated.
14

1 **C. FINANCIAL TERMS AND CONDITIONS**

2
3 **1. GENERAL FISCAL ASSURANCES**

4 Contractor shall comply with all applicable laws and standards, including Generally Accepted
5 Accounting Principles and maintain, at a minimum, a financial management system that is a viable,
6 single, integrated system with sufficient sophistication and capability to effectively and efficiently
7 process, track and manage all fiscal matters and transactions. The parties' respective fiscal obligations
8 and rights set forth in Article D shall continue after termination of this Contract until such time as the
9 financial matters between the parties resulting from this Contract are completed.

10
11 **2. FINANCIAL ACCOUNTING REQUIREMENTS**

12 Contractor shall:

- 13
14 a. Establish and maintain operating reserves at prudent levels sufficient to ensure
15 Contractor has the ability to pay for all expenses incurred during this Contract period,
16 including those whose disposition occurs after the Contract has been terminated, and to
17 cover the risk of financial loss resulting in the event the cost of providing services
18 pursuant to this Contract exceeds the revenues derived therefrom;
19 b. Ensure all funds, including interest earned, provided pursuant to this Contract are used
20 to support the public mental health system within the Service Area.
21 c. Reimburse subcontractors within 60 calendar days of their billings to Contractor.
22 d. Contractor shall produce annual audited financial statements of its fiscal year end upon
23 completion and make such reports available to NORTH SOUND BHO upon request.

24
25 **3. FINANCIAL REPORTING**

26 Contractor shall provide the following reports to NORTH SOUND BHO:

- 27
28 a. Report Contractor's revenue and expenditure information to NORTH SOUND BHO on a
29 biennial basis. Reports must comply with the provisions in the Budget, Accounting and
30 Reporting System (BARS) Supplemental Instructions for Mental Health Services
31 promulgated by Washington State Auditor's Office. Reports are due within 35 calendar
32 days of the biennial quarter end (December and June of each year).
33 b. Contractor shall participate in HRSA Unit Cost Surveys and actuarial studies when
34 required by HRSA.

35
36 **4. RULES COMPLIANCE**

37 Contractor shall:

- 38
39 a. Submit the amount spent throughout Service Area on specific items at the request of
40 NORTH SOUND BHO, CMS, the legislature, or State of Washington DSHS in the
41 timeframe specified.
42 b. Account for public mental health expenditures under this Contract in accordance with
43 federal OMB Circulars No. A-133, A-87 and state requirements in accordance with BARS
44 Manual and BARS Supplemental Instructions.

- 1 c. Ensure State or Federal funds are not used to replace local funds from any source, which
2 were being used to finance mental health services in the constituent county/counties in
3 the calendar year prior to January 1, 1990. Contractor shall not use State or Federal
4 funds to replace local funds used to administer the ITA Program in the constituent
5 county/counties in the calendar year prior to January 1, 1974.
- 6 d. Limit administration costs incurred by Contractor and all subcontractors to no more than
7 15% of the consideration provided under this Contract in any state fiscal year.
8 Administration costs must be measured on a state fiscal year basis according to the
9 reported information submitted by Contractor in its Revenue and Expenditure reports
10 and reviewed by NORTH SOUND BHO.
- 11 e. Funding provided through this Contract shall supplement, and not supplant, local or
12 other funding or in-kind resources being used for these purposes that were in effect in
13 April 2005.

14
15 **5. FRAUD AND ABUSE**

16 Contractor shall develop and implement administrative and management procedures that are
17 designed to guard against fraud and abuse including:

- 18
19 a. Mandatory compliance plan;
- 20 b. Designation of a compliance officer or compliance committee that is accountable to
21 Contractor;
- 22 c. Effective ongoing training and education for compliance officer and employees;
- 23 d. Effective lines of communication between compliance officer, employees and other
24 providers in Contractor's network;
- 25 e. Enforcement of standards through well-publicized disciplinary guidelines;
- 26 f. Provision of internal monitoring and auditing;
- 27 g. Provision for prompt response to detected offenses and for development of corrective
28 action initiatives; and
- 29 h. Written policies, procedures and standards of conduct that articulate Contractor's
30 commitment to comply with all applicable Federal and State standards.

31
32 Contractor shall report fraud/abuse information to NORTH SOUND BHO as soon as it is
33 discovered including source of the complaint, party complained against, nature of fraud or
34 abuse complaint, approximate dollars involved and legal and administrative disposition of the
35 case.

36
37 Complaints and reports should be directed to the NORTH SOUND BHO contact listed below.

38
39 Compliance Officer
40 301 Valley Mall Way, Ste.110
41 Mt. Vernon, WA 98273
42 360.416.7013
43 1.800.684.3555

44
45 compliance_officer@northsoundbho.org

1 **D. OVERSIGHT, REMEDIES AND TERMINATION**

2
3 **1. OVERSIGHT AUTHORITY**

4 NORTH SOUND BHO, DSHS, Office of the State Auditor, the Department of Health and Human
5 Services (DHHS), CMS, the Comptroller General, or any of their duly-authorized
6 representatives (i.e., External Quality Review Organizations) have the authority to conduct
7 announced and unannounced: a) surveys; b) audits; c) reviews of compliance with licensing
8 and certification requirements and compliance with this Contract; d) audits regarding the
9 quality, appropriateness and timeliness of mental health services of Contractor and
10 subcontractors; and e) audits and inspections of financial records of Contractor and
11 subcontractors. Contractor shall notify NORTH SOUND BHO when an entity other than NORTH
12 SOUND BHO performs any audit described above related to any activity governed by this
13 Contract.

14
15 In addition, NORTH SOUND BHO will conduct reviews in accordance with its oversight of
16 resource, utilization and quality management, as well as, ensure Contractor has the clinical,
17 administrative and fiscal structures to enable it to perform in accordance with the terms of
18 the Contract. Such reviews may include, but are not limited to, encounter data validation,
19 utilization reviews, clinical record reviews, administrative structures reviews, fiscal
20 management and contract compliance. Reviews may include desk reviews, requiring
21 Contractor to submit requested information. NORTH SOUND BHO will also review any
22 activities delegated under this Contract to Contractor.

23
24 Contractor shall cooperate with and allow access to North Sound Ombuds in order to conduct
25 surveys and review activities in accordance with the terms of this Contract, in accordance with
26 Exhibit P. Contractor shall cooperate with Community Action of Skagit County in resolving any
27 disputes that arise in the provision of Ombuds services.

28
29 Findings as a result of NORTH SOUND BHO conducted reviews may result in remedial action as
30 outlined below. Federal and State agencies may impose remedial action or financial penalties
31 either directly upon Contractor or through NORTH SOUND BHO. Contractor shall comply with
32 the terms of such remedial action and be responsible for payment of financial penalties.

33
34 **2. REMEDIAL ACTION**

35 NORTH SOUND BHO may require Contractor to plan and execute corrective action. Corrective
36 action plans (CAP) developed by Contractor must be submitted for approval to NORTH SOUND
37 BHO within 30 calendar days of notification. CAP must be provided in a format acceptable to
38 NORTH SOUND BHO. NORTH SOUND BHO may extend or reduce the time allowed for
39 corrective action depending upon the nature of the situation as determined by NORTH
40 SOUND BHO.

41 a. CAP must include:

42 i. A brief description of the finding.
43
44

1 ii. Specific actions to be taken, timetable, description of the monitoring to be
2 performed, steps taken and individuals responsible for the resolution of the
3 situation.

4
5 b. CAP may:

6
7 Require modification of any policies or procedures by Contractor relating to the
8 fulfillment of its obligations pursuant to this Contract.

9
10 c. CAP are subject to approval by NORTH SOUND BHO which may:

- 11
12 i. Accept the plan as submitted;
13 ii. Accept the plan with specified modifications;
14 iii. Request a modified plan; or
15 iv. Reject the plan.

16
17 d. Contractor agrees that NORTH SOUND BHO may initiate remedial action with or without
18 a CAP as outlined in subsection below if NORTH SOUND BHO determines any of the
19 following situations exist:

- 20
21 i. Problem exists that negatively impacts enrollees.
22 ii. Contractor has failed to perform any of the mental health services required in this
23 Contract, including delegated functions, which includes failure to maintain the
24 required capacity as specified by NORTH SOUND BHO to ensure individuals receive
25 jail transition services.
26 iii. Contractor has failed to develop, produce and/or deliver to NORTH SOUND BHO
27 any of the statements, reports, data, data corrections, accountings, claims and/or
28 documentation described herein in compliance with all the provisions of this
29 Contract.
30 iv. Contractor has failed to perform any administrative function required under this
31 Contract, including delegated functions. For the purposes of this section,
32 “administrative function” is defined as any obligation other than the actual
33 provision of mental health services.
34 v. Contractor has failed to implement corrective action required by the state and
35 within NORTH SOUND BHO prescribed timeframes.

36
37 e. NORTH SOUND BHO may impose any of the following remedial actions in response to
38 findings of situations as outlined above.

- 39
40 i. Withhold one percent of the next monthly payment and each monthly payment
41 thereafter until the corrective action has achieved resolution. NORTH SOUND BHO,
42 at its sole discretion, may return a portion or all of any payments withheld once
43 satisfactory resolution has been achieved.

- 1 ii. Compound withholdings identified above by an additional one-half of one percent
2 for each successive month during which the remedial situation has not been
3 resolved.
4 iii. Revoke delegation of any function delegated under this contract.
5 iv. Deny any incentive payment to which Contractor might otherwise have been
6 entitled under this Contract or any other arrangement by which HRSA provides
7 incentives; or
8 v. Termination of this Contract for Default as outlined in this Contract.
9

10 **3. PAYMENT WITHHOLD**

11 Up to two (2) percent of the monthly payment to Contractor will be withheld upon the
12 request of NORTH SOUND BHO's Program Administrator if a required report or deliverable
13 under this Contract is due and has not been received by NORTH SOUND BHO including
14 required financial reports and data transmissions.
15

16 Payment will be withheld until the required report or deliverable has been delivered and
17 meets the requirements specified by NORTH SOUND BHO.
18

19 **4. ADDITIONAL FINANCIAL PENALTIES – DBHR IMPOSED SANCTIONS**

20 Financial penalties imposed by DBHR or other regulatory agency due to the action or inaction
21 of Contractor may be paid by NORTH SOUND BHO on behalf of Contractor and the amount
22 will be withheld from NORTH SOUND BHO's payments to Contractor.
23

24 **5. TERMINATION DUE TO CHANGE IN FUNDING**

25 In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in
26 any way after the effective date of this Contract and prior to its normal completion, NORTH
27 SOUND BHO may terminate this Contract by providing at least five (5) business days' written
28 notice to Contractor. The termination shall be effective on the date specified in the notice of
29 termination.
30

31 **6. TERMINATION FOR CONVENIENCE**

32 Except, as otherwise provided in this Contract, NORTH SOUND BHO may terminate this
33 Contract in whole or in part for convenience by giving Contractor at least 30 calendar days'
34 written notice. Contractor may terminate this Contract for convenience by giving NORTH
35 SOUND BHO at least 30 calendar days' written notice addressed to NORTH SOUND BHO's
36 Program Administrator (or his/her successor) listed on the last page of this Contract.
37

38 **7. TERMINATION FOR DEFAULT**

39 NORTH SOUND BHO's Program Administrator may terminate this Contract for default, in
40 whole or in part, by written notice to Contractor if NORTH SOUND BHO or DSHS has a
41 reasonable basis to believe Contractor has:
42

- 43 a. Failed to meet or maintain any requirement for contracting with DSHS;
44 b. Failed to perform under any provision of this Contract;

- c. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Contract; and/or
- d. Otherwise breached any provision or condition of this Contract.

Before the Program Administrator may terminate this Contract for default, NORTH SOUND BHO shall provide Contractor with written notice of the Contractor's noncompliance with this Contract and provide the Contractor a reasonable opportunity to correct the noncompliance. If Contractor does not correct the noncompliance within the period of time specified in the written notice of noncompliance, the Program Administrator may then terminate this Contract. The Program Administrator may terminate this Contract for default without such written notice and without opportunity for correction if NORTH SOUND BHO has a reasonable basis to believe that a client's health or safety is in jeopardy, and/or:

- a. Contractor has violated any law, regulation, rule, or ordinance applicable to services provided under this Contract, or
- b. Continuance of this Contract with Contractor poses a material risk of injury or harm to any person.

Contractor may terminate this Contract in whole or in part by written notice to NORTH SOUND BHO, if Contractor has a reasonable basis to believe NORTH SOUND BHO has:

- a. Failed to meet or maintain any requirement for contracting with Contractor;
- b. Failed to perform under any provision of this Contract;
- c. Violated any law, regulation, rule, or ordinance applicable to work performed under this Contract; and/or
- d. Otherwise breached any provision or condition of this Contract.

8. TERMINATION PROCEDURE

The following provisions shall survive and be binding on the parties in the event this Contract is terminated:

- a. Contractor and any applicable subcontractors shall cease to perform any services required by this Contract 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. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. Contractor and any applicable subcontractors shall assist in the orderly transfer/transition of individuals served under this Contract. Contractor and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.
- b. Contractor and any applicable subcontractors shall immediately deliver to NORTH SOUND BHO's Program Administrator or his/her successor all DSHS and NORTH SOUND BHO assets (property) in Contractor and any applicable subcontractor's possession and any property produced under this Contract. Contractor and any applicable subcontractors grants NORTH SOUND BHO and DSHS the right to enter upon

1 Contractor's and any applicable subcontractors premises for the sole purpose of
2 recovering any NORTH SOUND BHO/DSHS property that Contractor and any applicable
3 subcontractors fails to return within 10 working days of termination of this Contract.
4 Upon failure to return NORTH SOUND BHO/DSHS property within 10 working days of the
5 termination of this Contract, Contractor and any applicable subcontractors shall be
6 charged with all reasonable costs of recovery including transportation and attorney's
7 fees. Contractor and any applicable subcontractors shall protect and preserve any
8 property of NORTH SOUND BHO/DSHS that is in the possession of Contractor and any
9 applicable subcontractors pending return to NORTH SOUND BHO/DSHS.

- 10 c. NORTH SOUND BHO shall be liable for and shall pay for only those services authorized
11 and provided through the date of termination of this Contract. NORTH SOUND BHO may
12 pay an amount agreed to by the parties for partially completed work and services, if
13 work products are useful to or usable by NORTH SOUND BHO. Should the Contract be
14 terminated by either party, NORTH SOUND BHO will require the spend-down of all
15 remaining reserves and fund balances within the termination period. Funds will be
16 deducted from the final months' payments until reserves and fund balances are spent.
17 d. If the Program Administrator terminates this Contract for default, NORTH SOUND BHO
18 may withhold a sum from the final payment to Contractor that NORTH SOUND BHO
19 determines is necessary to protect NORTH SOUND BHO against loss or additional liability
20 occasioned by the alleged default. NORTH SOUND BHO shall be entitled to all remedies
21 available at law, in equity, or under this Contract. If it is later determined the Contractor
22 was not in default, or if Contractor terminated this Contract for default, Contractor shall
23 be entitled to all remedies available at law, in equity, or under this Contract.
24

25 9. NOTICE REQUIREMENTS

26 Either party to this Contract must provide 180 days' notice of any issue that may cause the
27 party to voluntarily terminate, refuse to renew, or refuse to sign a mandatory amendment to
28 this Contract.
29

- 30 a. If Contractor at any time decides it shall no longer be a Contractor with NORTH SOUND
31 BHO for any reason, Contractor must provide NORTH SOUND BHO's Program
32 Administrator or his/her successor listed on the last page of this Contract with written
33 notice at least 90 days prior to the effective date of termination and work with NORTH
34 SOUND BHO to develop a mutually agreed upon transition plan with the collaborative
35 goal of minimizing the disruption of services. The transition plan shall address all issues
36 leading to the transition of individuals in service and of all items/requirements of
37 Contractor that extend beyond the termination of services.
38 b. NORTH SOUND BHO must provide Contractor's Program Administrator or his/her
39 successor listed on the last page of this Contract with written notice at least 90 days
40 written notice if NORTH SOUND BHO decides to voluntarily terminate, refuses to renew,
41 or refuses to sign a mandatory amendment to this Contract. Contractor shall work with
42 NORTH SOUND BHO to develop a mutually agreed upon transition plan with the
43 collaborative goal of minimizing the disruption of services.

- 1 c. If Contractor terminates this Contract or will not be entering into any subsequent
- 2 Contracts, NORTH SOUND BHO shall require at least 90 days' notice prior to the end of
- 3 the contract if a decision is made not to enter into a subsequent Contract. Any funds not
- 4 spent for the provision of services under this Contract shall be returned to NORTH
- 5 SOUND BHO within 60 days of the last day this Contract is in effect.

1 **E. GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**

2
3 **1. BACKGROUND**

4 NORTH SOUND BHO is an entity formed by inter-local Agreement between Island, San Juan,
5 Skagit, Snohomish and Whatcom Counties, each county authority recognized by the Secretary
6 of DSHS ("Secretary"). These counties entered into an inter-local Agreement to allow NORTH
7 SOUND BHO to contract with the Secretary pursuant to RCW 71.24.025(13) to operate a
8 single managed system of services for persons with mental illness living in the service area
9 covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties ("Service Area").
10 NORTH SOUND BHO is party to an inter-agency Agreement with the Secretary pursuant to
11 which NORTH SOUND BHO has agreed to provide integrated community support, crisis
12 response and inpatient management services to people needing such services in its Service
13 Area. NORTH SOUND BHO, through this Contract, is subcontracting with Contractor for the
14 provision of specific mental health services as required by the Agreement with the Secretary.
15 Contractor, by signing this Contract, attests that it is willing and able to provide such services
16 in the Service Area.

17
18 **2. MUTUAL COMMITMENTS**

19 The parties to this Contract are mutually committed to the development of an efficient, cost
20 effective, integrated, person centered, age specific recovery and resilience model approach to
21 the delivery of quality community mental health services. To that end, the parties are
22 mutually committed to maximizing the availability of resources to provide needed mental
23 health services in the Service Area, maximizing the portion of those resources used for the
24 provision of direct services and minimizing duplication of effort.

25
26 **3. ASSIGNMENT**

27 Except as otherwise provided within this Contract, this Contract may not be assigned,
28 delegated, or transferred by Contractor without the express written consent of NORTH
29 SOUND BHO and any attempt to transfer or assign this Contract without such consent shall be
30 void. The terms "assigned", "delegated", or "transferred" shall include change of business
31 structure to a limited liability company, of any Contractor Member or Affiliate Agency.

32
33 **4. AUTHORITY**

34 Concurrent with the execution of this Contract, Contractor shall furnish NORTH SOUND BHO
35 with a copy of the explicit written authorization of its governing body to enter into this
36 Contract and accept the financial risk and responsibility to carry out all terms of this Contract
37 including the ability to pay for all expenses incurred during the contract period. Likewise,
38 concurrent with the execution of this Contract, NORTH SOUND BHO shall furnish Contractor
39 with a written copy of the motion, resolution, or ordinance passed by NORTH SOUND BHO's
40 Board authorizing NORTH SOUND BHO to execute this Contract.

41
42 **5. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

43 Contractor and its subcontractors shall comply with all applicable federal and state statutes,
44 regulations and operational policies whether or not a specific citation is identified in various

1 sections of this Contract and all amendments thereto that are in effect when the Contract is
2 signed or that come into effect during the term of the Contract which may include, but are
3 not limited to, the following "Federal and/or State Law":
4

- 5 a. Title XIX and Title XXI of the Social Security Act and Title 42 CFR.
- 6 b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.
- 7 c. All local, State, and Federal professional and facility licensing and certification
8 requirements/standards that apply to services performed under the terms of this
9 Contract.
- 10 d. All applicable standards, orders, or requirements issued under Section 306 of the Clean
11 Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive
12 Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15),
13 which prohibit the use of facilities included on the EPA List of Violating Facilities. Any
14 violations shall be reported to DSHS, DHHS and the EPA.
- 15 e. Any applicable mandatory standards and policies relating to energy efficiency which are
16 contained in the State Energy Conservation Plan issued in compliance with the federal
17 Energy Policy and Conservation Act.
- 18 f. Those specified for laboratory services in the Clinical Laboratory Improvement
19 Amendments (CLIA).
- 20 g. Those specified in Title 18 RCW for professional licensing.
- 21 h. Reporting of abuse as required by RCW 26.44.030.
- 22 i. Industrial insurance coverage as required by Title 51 RCW.
- 23 j. RCW 38.52, 70.02, 71.05, 71.24, and 71.34.
- 24 k. WAC 388-865, 388-877 and 388-877A.
- 25 l. 42 CFR 438, including 438.58 (conflict of interest) and 438.106 (physician incentive
26 plans).
- 27 m. State of Washington Medicaid State Plan and 1915(b) Medicaid Mental Health Waiver or
28 their successors which documents are incorporated by reference.
- 29 n. DBHR Quality Strategy.
- 30 o. State of Washington mental health system mission statement, value statement and
31 guiding principles for the system attached hereto as Exhibit J.
- 32 p. State Medicaid Manual (SMM), OMB Circulars, BARS Manual and BARS Supplemental
33 Mental Health Instructions.
- 34 q. Any applicable federal and state laws that pertain to Medicaid enrollee or Individual's
35 rights. Contractor shall ensure that its staff takes those rights into account when
36 furnishing services to individuals.
- 37 r. DSHS Administrative policies to the extent that they are applicable to this contract which
38 are attached as Exhibits F, G and H.
- 39 s. 42 USC 1320a-7 and 1320a-7b (Section 1128 and 1128 (b) of the Social Security Act),
40 which prohibits making payments directly or indirectly to physicians or other providers
41 as an inducement to reduce or limit mental health services provided to individuals.
- 42 t. Contractor and any subcontractors must comply with 42-USC 1396u-2 and must not
43 knowingly have a director, officer, partner, or person with a beneficial ownership of
44 more than 5% of Contractor, CMHA, or subcontractor's equity or an employee,

1 Contractor, or consultant who is significant or material to the provision of services under
2 this Contract who has been or is affiliated with someone who has been debarred,
3 suspended, or otherwise excluded by any federal agency.

- 4 u. Federal and State non-discrimination laws and regulations.
- 5 v. HIPAA (45 CFR parts 160-164).
- 6 w. NORTH SOUND BHO-CIS Data Dictionary and its successors.

7
8 If Contractor is in violation of a federal law or regulation and Federal Financial Participation is
9 recouped from NORTH SOUND BHO, Contractor shall reimburse the federal amount to NORTH
10 SOUND BHO within 20 days of such recoupment.

11
12 Upon notification from DSHS, NORTH SOUND BHO shall notify Contractor in writing of
13 changes/modifications in CMS policies and DSHS/HRSA contract requirement changes.

14
15 **6. COMPLIANCE WITH NORTH SOUND BHO OPERATIONAL POLICIES**

16 Contractor shall comply with all NORTH SOUND BHO operational policies that pertain to the
17 delivery of services under this Contract that are in effect when the Contract is signed or that
18 come into effect during the term of the Contract. NORTH SOUND BHO policies shall not
19 exceed that required to implement Federal and state requirements or to implement
20 continuous quality improvement efforts determined by the Integrated Quality Management
21 Process as approved by NORTH SOUND BHO's Board. All proposed new policies shall
22 specifically reference Federal or State requirements they implement and shall be limited to
23 such requirements. NORTH SOUND BHO shall notify Contractor of any proposed change in
24 Federal or State requirements affecting this Contract immediately upon NORTH SOUND BHO
25 receiving knowledge of such change. Such policies shall include, but not limited to:

- 26
27 a. NORTH SOUND BHO Core Values and Principles, attached hereto as Exhibit J provide a
28 framework of principles for the regional system and Contractor shall take these
29 principles into account when providing services under this Contract.
- 30 b. Contractor and its subcontractors must recognize the unique social/legal status of Indian
31 nations as required by both the Supremacy and Indian Commerce Clauses of the United
32 States Constitution; federal treaties; executive orders; Indian Citizens Act of 1924
33 statutes; and state and federal court decisions; or any Memorandum of Agreement or
34 MOU signed by State of Washington and a federally recognized tribe of recognized
35 organization; shall maintain compliance with Exhibit G, DSHS Admin. Policy No. 7.01
36 American Indian Policy or any successor pursuant to the Centennial Accord between
37 Washington State government and Washington Tribes and maintain compliance with
38 NORTH SOUND BHO 7.01 Plan or any successor (Exhibit G).
- 39 c. NORTH SOUND BHO's Strategic Plan.
- 40 d. NORTH SOUND BHO's clinical policies and procedures including crisis services policies.
- 41 e. NORTH SOUND BHO's medical records documentation and data reporting policies and
42 procedures.
- 43 f. NORTH SOUND BHO's quality management/strategy plan.

- 1 g. NORTH SOUND BHO's enrollee rights policies and procedures, including grievance,
2 appeal and fair hearing policies.
- 3 h. Any other policies designated by NORTH SOUND BHO as applicable to Contractor.
4

5 Along with all NORTH SOUND BHO stakeholders, Contractor will be included in the process for
6 developing relevant operational policies and procedures in accordance with Exhibit K. NORTH
7 SOUND BHO's policies and procedures are posted on NORTH SOUND BHO's website as
8 indicated on Exhibit K. NORTH SOUND BHO shall notify Contractor of new and revised policies
9 through its Numbered Memoranda. Training will be provided on policies that impact
10 providers, upon request.
11

12 In the event there is a disagreement between NORTH SOUND BHO and Contractor in an
13 operational committee regarding a proposed new policy or modification to a current policy,
14 the following process will apply. NORTH SOUND BHO will provide a summary of the regulatory
15 requirement or other rationale for the proposed policy or policy modification. Contractor will
16 provide an analysis of its objection to the proposed policy or policy modification within 30
17 days from the receipt of NORTH SOUND BHO summary. If the objection is primarily due to
18 increased cost, Contractor will provide substantiation of the additional costs and, if possible,
19 an alternative to achieving the policy goal in a less costly manner. The proposed policy or
20 policy modification will be discussed at the next Regional Management Council. If resolution is
21 not obtained, the proposed policy or policy modification will be discussed at the next Quality
22 Management Oversight Committee meeting. If resolution is not obtained, the proposed policy
23 or policy modification will be discussed at the next NORTH SOUND BHO's Board meeting.
24

25 NORTH SOUND BHO will make best efforts to maintain currency of policies with applicable
26 Federal or State law, regulation, or policy. In the event of a conflict, Federal or State laws or
27 policies supersede NORTH SOUND BHO policies and procedures and requirements of this
28 contract.
29

30 **7. CONFIDENTIALITY OF PERSONAL INFORMATION**

31 Pursuant to 42 CFR 431.301 and 431.302, information concerning applicants and recipients
32 may be disclosed for purposes directly concerning the administration of this Contract.
33 Purposes include, but are not limited to:
34

- 35 a. Establishing eligibility.
- 36 b. Determining the amount of medical assistance.
- 37 c. Providing services for recipients.
- 38 d. Conducting or assisting in investigation, prosecution, or civil or criminal proceeding
39 related to the administration of the plan.
- 40 e. Assuring compliance with Federal and State laws, regulations, terms and requirements
41 of this Contract.
- 42 f. Improving quality.
43

44 Contractor shall comply with all confidentiality requirements of HIPAA (45 CFR 160 and 164).
45

1 Contractor shall protect all information, records and data collected from unauthorized
2 disclosure in accordance with 42 CFR 431.300 through 431.307, RCW's 70.02, 71.05, and
3 71.34, HIPAA and for service recipients receiving alcohol and drug abuse services, in
4 accordance with 42 CFR Part 2. Contractor shall have a process in place to ensure that all
5 components of its CMHA and system understand and comply with confidentiality
6 requirements for publicly funded mental health services.

7
8 Contractor shall ensure access to the information is restricted to persons or agency
9 representatives who are subject to standards of confidentiality that are comparable to those
10 of NORTH SOUND BHO and DSHS.

11
12 The parties acknowledge that coordination, planning, screening and referral require the
13 sharing of information among the various treatment providers. Disclosure of information to
14 verify eligibility, determine the amount of assistance and provide medically necessary mental
15 health services are all "purposes directly connected with the administration of the Contract"
16 and are all appropriate justifications for sharing information.

17
18 Contractor shall assure that all staff and subcontractors providing services under this Contract
19 receive annual training on confidentiality policies and procedures. In addition, Contractor
20 shall assure that all staff and subcontractors providing services under this Contract sign an
21 annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be
22 kept in Contractor's personnel files.

23 24 **8. CONTRACT PERFORMANCE/ENFORCEMENT**

25 NORTH SOUND BHO shall be vested with the rights of a third party beneficiary including the
26 "cut through" right to enforce performance should Contractor be unwilling or unable to
27 enforce action on the part of its subcontractor(s). In the event Contractor dissolves or
28 otherwise discontinues operations, NORTH SOUND BHO may, at its sole option, assume the
29 right to enforce the terms and conditions of this Contract directly with Contractor's
30 subcontractors; provided, NORTH SOUND BHO keeps Contractor reasonably informed
31 concerning such enforcement. Contractor shall include this clause in its contracts with its
32 subcontractors. In the event of the dissolution of Contractor, NORTH SOUND BHO's rights in
33 indemnification shall survive.

34 35 **9. COOPERATION**

36 The parties to this Contract shall cooperate in good faith to effectuate the terms and
37 conditions of this Contract.

38 39 **10. DEBARMENT CERTIFICATION**

40 Contractor, by signature to this Contract, certifies Contractor and any Owners are not presently
41 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any
42 Federal department or agency from participating in transactions (Debarred) and is not listed in the
43 Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall
44 immediately notify NORTH SOUND BHO if, during the term of this Contract, Contractor becomes
45 debarred.

1 **11. DECLARATION THAT CLIENTS UNDER THE MEDICAID AND OTHER MENTAL HEALTH**
2 **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

3 Although NORTH SOUND BHO, Contractor and subcontractors mutually recognize that
4 services under this Contract may be provided by Contractor and subcontractors to clients
5 under the Medicaid program, RCW 71.05 and 71.34 and Community Mental Health Services
6 Act, RCW 71.24, it is not the intention of either NORTH SOUND BHO or Contractor that such
7 individuals or any other persons occupy the position of intended third-party beneficiaries of
8 the obligations assumed by either party to this Contract. Such third parties shall have no right
9 to enforce this Contract.

10
11 **12. EXECUTION, AMENDMENT AND WAIVER**

12 This Contract shall be binding on all parties only upon signature by authorized representatives
13 of each party. This Contract or any provision may be amended during the contract period if
14 circumstances warrant by a written amendment executed by all parties. Only NORTH SOUND
15 BHO's Program Administrator or designee has authority to waive any provision of this
16 Contract on behalf of NORTH SOUND BHO.

17
18 **13. HEADINGS AND CAPTIONS**

19 The headings and captions used in this Contract are for reference and convenience only, and
20 in no way define, limit, or decide the scope or intent of any provisions or sections of this
21 Contract.

22
23 **14. INDEMNIFICATION**

24 Contractor shall be responsible for and shall indemnify and hold NORTH SOUND BHO harmless
25 (including all costs and attorney fees) from all claims for personal injury, property damage and/or
26 disclosure of confidential information, including claims against NORTH SOUND BHO for the negligent
27 hiring, retention and/or supervision of the Contractor and/or from the imposition of governmental
28 fines or penalties resulting from the acts or omissions of Contractor and its subcontractors related to
29 the performance of this contract. NORTH SOUND BHO shall be responsible and shall indemnify and
30 hold Contractor harmless (including all costs and attorney fees) from all claims for personal injury,
31 property damage and disclosure of confidential information and from the imposition of governmental
32 fines or penalties resulting from the acts or omissions of NORTH SOUND BHO. Each party agrees to be
33 responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of
34 their officials, officers, agents, or employees, to the fullest extent required by law, and further agree to
35 save, indemnify, defend, and hold the other party harmless from any such liability. For the purposes of
36 these indemnifications, the Parties specifically and expressly waive any immunity granted under the
37 Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and
38 agreed to by the Parties. The provision of this section shall survive the expiration or termination of the
39 Contract.

40
41 **15. INDEPENDENT CONTRACTOR FOR NORTH SOUND BHO**

42 The parties intend that an independent Contractor relationship be created by this contract.
43 Contractor acknowledges that neither the Contractor nor its employees or subcontractors are
44 not officers, employees, or agents of NORTH SOUND BHO. Contractor shall not hold the
45 Contractor or any of Contractor's employees and subcontractors out as, nor claim status as

1 officers, employees, or agents of NORTH SOUND BHO. Contractor shall not claim for the
2 Contractor or Contractor's employees or subcontractors any rights, privileges, or benefits
3 which would accrue to an employee of NORTH SOUND BHO. Contractor shall indemnify and
4 hold NORTH SOUND BHO harmless from all obligations to pay or withhold Federal or State
5 taxes or contributions on behalf of the Contractor or Contractor's employees and
6 subcontractors unless specified in this Contract.

7
8 **16. INSURANCE**

9 NORTH SOUND BHO certifies it is a member of Washington Governmental Entity Pool for all
10 exposure to tort liability, general liability, property damage liability, and vehicle liability, if
11 applicable, as provided by RCW 43.19.

12
13 Contractor shall maintain Commercial General Liability Insurance (CGL). If Contractor is not a
14 member of a risk pool, Contractor shall carry CGL to include coverage for bodily injury,
15 property damage and contractual liability with the following minimum limits: Each
16 Occurrence - \$1,000,000; General Aggregate - \$2,000,000. Any risk pool shall provide
17 coverage with the same minimum limits. Any policy (non-risk pool and risk pool) shall include
18 liability arising out of premises, operations, independent Contractors, personal injury,
19 advertising injury and liability assumed under an insured contract. Contractor shall provide
20 evidence of such insurance to NORTH SOUND BHO within 15 days of execution of this
21 Contract and 15 days post renewal date thereafter. All non-risk pool policies shall name
22 NORTH SOUND BHO as a covered entity under said policy(s).

23
24 **17. INTEGRATION**

25 This Contract, including Exhibits, contains all the terms and conditions agreed upon by the
26 parties. No other understandings, oral, or otherwise regarding the subject matter of this
27 Contract shall be deemed to exist or to bind any of the parties hereto.

28
29 **18. MAINTENANCE OF RECORDS**

30 During the term of this Contract and for six (6) years following termination or expiration of
31 this Contract or if any audit, claim, litigation, or other legal action involving the records set
32 forth below is started before expiration of the six (6) year period, records shall be maintained
33 until completion and resolution of all issues arising there from or until the end of the six (6)
34 year period, whichever is later. Contractor shall maintain records sufficient to:

- 35
36 a. Maintain the content of all medical records in a manner consistent with utilization
37 control requirements of 42 CFR 456, 434.34 (a), 456.111 and 456.211.
38 b. Document performance of all acts required by law, regulation, or this Contract.
39 c. Substantiate Contractor statement of its organizations' structures, tax status, capabilities
40 and performance.
41 d. Demonstrate accounting procedures, practices and records which sufficiently and
42 properly document Contractor invoices to NORTH SOUND BHO and all expenditures
43 made by Contractor to perform as required by this Contract.

- 1 e. Contractor and its subcontractors shall cooperate in all reviews including, but not limited
2 to, surveys and research conducted by NORTH SOUND BHO, DSHS, or other Washington
3 State Departments.
4 f. Evaluations shall be done by inspection or other means to measure quality,
5 appropriateness and timeliness of services performed under this Contract and to
6 determine whether Contractor and its subcontractors are providing service to individuals
7 in accordance with the requirements set forth in this Contract and applicable state and
8 federal regulations as existing or hereafter amended.
9

10 **19. NO WAIVER OF RIGHTS**

11 A failure by either party to exercise its rights under this Contract shall not preclude that party
12 from subsequent exercise of such rights and shall not constitute a waiver of any other rights
13 under this Contract unless stated to be such in a writing signed by an authorized
14 representative of the party and attached to the original Contract.
15

16 Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of
17 any subsequent breach and shall not be construed to be a modification of the terms and
18 conditions of this Contract.
19

20 **20. ONGOING SERVICES**

21 Contractor and its subcontractors shall ensure that in the event of labor disputes or job
22 actions, including work slowdowns, such as "sick outs", or other activities, within its service
23 CMHA network, uninterrupted services shall be available as required by the terms of this
24 Contract.
25

26 **21. ORDER OF PRECEDENCE**

27 In the event of an inconsistency in the terms of this Contract or any inconsistency between
28 the terms of this Contract and any applicable statute, rule, or contract, unless otherwise
29 provided herein, the conflict shall be resolved by giving precedence in the following order to:
30

- 31 a. Applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social Security Act and
32 Federal regulations concerning the operations of PIHP.
33 b. State statutes and regulations concerning the operation of the community mental health
34 programs.
35 c. Federal and State Law.
36 d. NORTH SOUND BHO-DSHS Agreement or its successors that covers the provision of
37 mental health services covered under this Contract which shall include any exhibit,
38 document, or material incorporated by reference. NORTH SOUND BHO shall promptly
39 notify Contractor of any amendment to NORTH SOUND BHO-DSHS Agreement which
40 affects any term or condition herein.
41 e. This Contract.
42

1 **22. OVERPAYMENTS**

2 In the event Contractor fails to comply with any of the terms and conditions of this Contract
3 and that failure results in an overpayment, NORTH SOUND BHO may recover the amount due
4 DSHS, CMS, or other federal or state agency subject to dispute resolution as set forth in the
5 contract. In the case of overpayment, Contractor shall cooperate in the recoupment process
6 and return to NORTH SOUND BHO the amount due upon demand.
7

8 **23. OWNERSHIP OF MATERIALS**

9 Materials created by Contractor and its subcontractors and paid for by NORTH SOUND BHO as
10 a part of this Contract shall be owned by NORTH SOUND BHO and shall be "works for hire" as
11 defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books,
12 computer programs, documents, films, pamphlets, reports, sound reproductions, studies,
13 surveys, tapes and/or training materials. Material which Contractor and its subcontractors use
14 to perform this Contract but which is not created for or paid for by NORTH SOUND BHO is
15 owned by Contractor or relevant subcontractors; however, NORTH SOUND BHO and DSHS
16 shall have a perpetual license to use this material for DSHS internal purposes at no charge to
17 DSHS.
18

19 **24. PERFORMANCE**

20 Contractor shall furnish the necessary personnel, materials/mental health services and
21 otherwise do all things for, or incidental to, the performance of the work set forth here and as
22 attached. Unless specifically stated, Contractor is responsible for performing or ensuring all
23 fiscal and program responsibilities required in this contract. No subcontract will terminate the
24 legal responsibility of Contractor to perform the terms of this Contract.
25

26 **25. RESOLUTION OF DISPUTES**

27 The parties wish to provide for prompt, efficient, final and binding resolution of disputes and
28 controversies that may arise under this Contract and therefore establish this dispute
29 resolution procedure. All claims, disputes and other matters in question between the parties
30 arising out of, or relating to, this Contract shall be resolved exclusively by the following
31 dispute resolution procedure unless the parties mutually agree in writing otherwise:
32

- 33 a. The parties shall use their best efforts to resolve issues prior to giving written Notice of
34 Dispute.
- 35 b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a
36 designated representative) shall together or, if both parties agree, with a mediator
37 meet, confer and attempt to resolve the claim within 5 working days.
- 38 c. The terms of the resolution of all claims concluded in meetings shall be memorialized in
39 writing and signed by each party.
40

41 **Arbitration:** If the claim is not resolved within 30 days, the parties shall proceed to arbitration
42 as follows:
43

- 1 a. Demand for arbitration shall be made in writing to the other party. The parties shall
2 select one person as arbitrator.
3 b. If there is a delay of more than 10 days in the naming of the arbitrator, either party can
4 ask the presiding judge of Skagit County to name the arbitrator.
5 c. The prevailing party shall be entitled to recover from the other party all costs and
6 expenses, including reasonable attorney fees. The arbitrator shall determine which
7 party, if any, is the prevailing party.
8 d. The parties agree that the arbitrator's decision shall be binding, final and enforceable
9 subject to timely appeal to Skagit County Superior Court only as provided in Chapter
10 7.04A RCW.
11 e. Unless the parties agree in writing otherwise, the unresolved claims in each notice of
12 dispute shall be considered at an arbitration session which shall occur in Skagit County
13 no later than 30 days after the close of the meeting described in paragraph (b) above.
14 f. Provisions of this section shall, with respect to any controversy or claim, survive the
15 termination or expiration of this Contract.
16 g. Nothing contained in this Contract shall be deemed to give the arbitrator the power to
17 change any of the terms and conditions of this Contract in any way.
18 h. Prevailing party in any action to compel arbitration or to enforce an arbitration award
19 shall be awarded its costs including attorney fees. Venue for any such action is
20 exclusively Skagit County Superior Court.
21 i. This Contract shall be governed by laws of the State of Washington both as to
22 interpretation and performance.
23

24 **26. SEVERABILITY AND CONFORMITY**

25 The provisions of this Contract are severable. If any provision of this Contract, including any
26 provision of any document incorporated by reference, is held invalid by any court, that
27 invalidity shall not affect the other provisions of this Contract and the invalid provision shall
28 be considered modified to conform to existing law.
29

30 **27. SINGLE AUDIT ACT**

31 If the Contractor or its subcontractor is a subrecipient of Federal awards as defined by OMB
32 Circular A-133, the Contractor and its subcontractors shall maintain records that identify all
33 Federal funds received and expended. Such funds shall be identified by the appropriate OMB
34 Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award
35 years if awards are for research and development, as well as, names of the Federal agencies.
36 Contractor and its subcontractors shall make Contractor and subcontractors' records available
37 for review or audit by officials of the Federal awarding agency, the General Accounting Office
38 and DSHS. Contractor and its subcontractors shall incorporate OMB Circular A-133 audit
39 requirements into all contracts between Contractor and its subcontractors who are
40 subrecipients. Contractor and its subcontractors shall comply with any future amendments to
41 OMB Circular A-133 and any successor or replacement Circular or regulation.
42

43 If the Contractor/subcontractors are a subrecipient and expends \$500,000 or more in Federal
44 awards from any and/or all sources in any fiscal year, Contractor and applicable

1 subcontractors shall procure and pay for a single or program-specific audit for that fiscal year.
2 Upon completion of each audit, Contractor and applicable subcontractors shall submit to
3 NORTH SOUND BHO's Program Administrator the data collection form and reporting package
4 specified in OMB Circular A-133, reports required by the program-specific audit guide, if
5 applicable, and a copy of any management letters issued by the auditor.
6

7 For purposes of "subrecipient" status under the rules of OMB Circular A-133 205(i) Medicaid
8 payments to a subrecipient for providing patient care services to Medicaid eligible individuals
9 are not considered Federal awards expended under this part of the rule unless a State
10 requires the fund to be treated as Federal awards expended because reimbursement is on a
11 cost-reimbursement basis.
12

13 **28. SUBCONTRACTS**

14 Contractor may subcontract services to be provided under this Contract subject to the
15 following requirements.
16

- 17 a. Contractor shall be responsible for the acts and omissions of any subcontractor.
- 18 b. Contractor must ensure that subcontractor neither employs any person nor contracts
19 with any person or CMHA excluded from participation in federal health care programs
20 under either 42 USC 1320a-7 (§§1128 or 1128A Social Security Act) or debarred or
21 suspended per this Contract's General Terms and Conditions.
- 22 c. Contractor shall require subcontractors to comply with all applicable federal and state
23 laws, regulations and operational policies as specified in this Contract.
- 24 d. Contractor shall require subcontractors to comply with all applicable NORTH SOUND
25 BHO operational policies as specified in this Contract.
- 26 e. Subcontracts for the provision of mental health services must require subcontractors to
27 provide individuals access to translated information and interpreter services.
- 28 f. Contractor shall ensure a process is in place to demonstrate that all third-party
29 resources are identified and pursued.
- 30 g. Contractor shall oversee, be accountable for and monitor all functions and
31 responsibilities delegated to a subcontractor for conformance with any applicable
32 statement of work in this Contract on an ongoing basis including written reviews.
- 33 h. Contractor will monitor performance of subcontractors on an annual basis and notify
34 NORTH SOUND BHO of any identified deficiencies or areas for improvement requiring
35 corrective action by Contractor.
- 36 i. Contractor shall ensure that all subcontracts are in writing and subcontracts specify all
37 duties, reports and responsibilities delegated under this Contract. Those written
38 subcontracts shall:
 - 39 i. Require subcontractors to hold all necessary licenses, certifications and/or permits
40 as required by law for the performance of the services to be performed under this
41 Contract.
 - 42 ii. Subcontracts must require subcontractors to notify Contractor in the event of a
43 change in status of any required license or certification.
44

- 1 iii. Include clear means to revoke delegation, impose corrective action, or take other
2 remedial actions if subcontractor fails to comply with the terms of the subcontract.
- 3 iv. Require the subcontractor correct any areas of deficiencies in subcontractor's
4 performance that are identified by Contractor, NORTH SOUND BHO and/or HRSA.
- 5 v. Require best efforts to provide written or oral notification within 15 working days
6 of termination of an MHCP to individuals currently open for services who had
7 received a service from the affected MHCP in the previous 60 days. Notification
8 must be verifiable in the client medical record at the subcontractor.
- 9

10 **29. SURVIVABILITY**

11 The terms and conditions contained in this Contract that by their sense and context are intended to
12 survive the expiration of this Contract shall so survive. Surviving terms include, but are not limited to:
13 Financial Terms and Conditions, Single Audit Act, Order of Precedence, Contract Performance and
14 Enforcement, Confidentiality of Client Information, Resolution of Disputes, Indemnification, Oversight
15 Authority, Maintenance of Records, Ownership of Materials, Contract Administration, Warranties and
16 Survivability.

17
18 **30. TREATMENT OF CLIENT PROPERTY**

19 Unless otherwise provided in this Contract, Contractor shall ensure that any adult individual
20 receiving services from Contractor under this Contract has unrestricted access to the
21 individual's personal property. Contractor shall not interfere with any adult individual's
22 ownership, possession, or use of the individual's property unless clinically indicated.
23 Contractor shall provide individuals under age 18 with reasonable access to their personal
24 property that is appropriate to the individual's age, development and needs. Upon
25 termination of this Contract, Contractor shall immediately release to the individual and/or
26 individual's guardian or custodian all of the individual's personal property.

27
28 **31. WARRANTIES**

29 The parties' obligations are warranted and represented by each to be individually binding for
30 the benefit of the other party. Contractor warrants and represents that it is able to perform
31 its obligations set forth in this Contract and such obligations are binding upon Contractor and
32 other subcontractors for the benefit of NORTH SOUND BHO.
33

1 **32. CONTRACT ADMINISTRATION**

2 The Program Administrator for each of the parties shall be responsible for and shall be the
3 contact person for all communications and billings regarding the performance of this
4 Contract.

5
6 The Program Administrator for NORTH SOUND BHO is:

7 Joe Valentine, Executive Director
8 North Sound Behavioral Health Organization
9 301 Valley Mall Way, Suite 110
10 Mount Vernon, WA 98273

11
12 The Program Administrator for Island County is:

13 Jackie Henderson, Human Services Director
14 Island County
15 PO Box 5000
16 Coupeville, WA 98239

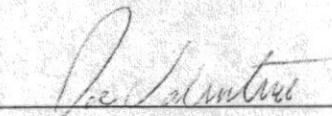
17
18 Changes regarding contact information shall be provided to the other party in writing within
19 10 working days of occurrence.

1 THIS CONTRACT, consisting of 37 Pages, plus Exhibits is executed by the persons signing below who
2 warrant that they have the authority to execute this Contract.

3
4
5
6
7
8
9
10
11
12
13

FOR NORTH SOUND BEHAVIORAL HEALTH:
ORGANIZATION, LLC

FOR ISLAND COUNTY:

 4-14-16
Joe Valentine Date
Executive Director

Richard M. Hannold, Chair Date
Board of County Commissioners
Island County, Washington



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16 #5

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Human Services

DIVISION: (if applicable) Housing Assistance Funding

STAFF CONTACT: Catherine Reid

AGENDA SUBJECT: Contract number HS-4-16 with South Whidbey School District in the amount of \$19,500 to provide supportive services from January 1, 2016 through December 31, 2016.

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 11/4/2015

The Housing Advisory Board recommended South Whidbey School District receive Housing Assistance Funding and the Board of County Commissioners approved the recommendation.

FISCAL IMPACT/FUNDING SOURCE: Homeless Housing Fund

RECOMMENDED ACTION:

- Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
 DENIED
 Tabled/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER _____

ISLAND COUNTY HUMAN SERVICES
P.O. BOX 5000
COUPEVILLE, WA 98239-5000

CONTRACT FACE SHEET

Contracting Organization:

Contract Period: 1/1/2016 – 12/31/2016

Name: South Whidbey School District

Address: 5520 Maxwellton Road
Langley, WA 98260

Maximum Amount Awarded under this Contract:

\$19,500.00

Telephone No.: (360) 221-6100

Contract No.: HS-4-16

IRS No.: 91-0933338

Risk Management No.: RM-HS-2015-435

Title of Project Services:	Contracting Contact:	Island Co. Contact:	Contractor:
Homeless Housing Prevention	Gail LaVassar	Jackie Henderson	Island County

Additional terms of this contract are set out in and governed by the following, which are incorporated herein by reference:

1. Standard HIPAA Business Associate Agreement attached as Exhibit A.
2. Island County Human Services General Terms and Conditions attached as Exhibit B.
3. Island County Homeless Housing Plan attached as Exhibit C.
4. Statement of Work attached as Exhibit D.
5. Budget Summary attached as Exhibit E.

In the event of any inconsistency in this contract award, the inconsistency shall be resolved by giving precedence in the following order: (1) Federal, State and local laws and regulations; (2) General terms and conditions; (3) Basic Agreement; (4) Statement of Work; (5) Approved County Plan; (6) Any other provisions whether incorporated by reference or otherwise, provided, that nothing shall be construed as giving precedence to provisions of this contract over any provisions of law.

THE CONTRACTING ORGANIZATION AND ISLAND COUNTY HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW:

FOR THE CONTRACTING ORGANIZATION:

FOR ISLAND COUNTY:

Gail LaVassara
AUTHORIZED PARTY

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

Gail LaVassara ED
PRINTED NAME AND TITLE

4/14/16
Date

Date



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16

#6

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: (if applicable)

STAFF CONTACT: Spencer Keane

AGENDA SUBJECT: Project Prospectus for County Signing Upgrade

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 1/21/15

The 2014 Island County Road Safety Program will include installation of guardrail and upgrade signing at various locations throughout the county. The County Signing Upgrade is a project as part of the safety program. When the construction phase of the project is obligated, an updated project prospectus is required.

FISCAL IMPACT/FUNDING SOURCE:

County Signing Upgrade \$154,158

RECOMMENDED ACTION:

- Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

Approve and sign the Project Prospectus for County Signing Upgrade.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER _____

Prefix		Route	()	Date	3/17/2016
Federal Aid Project Number	HSIP-000S(393)			DUNS Number	
Local Agency Project Number	LA 8615	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001321

Agency Island County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title County Signing Upgrade		Start Latitude N 47 54' 29"	Start Longitude W 122 25' 02"		
		End Latitude N 48 23' 16"	End Longitude W 122 46' 00"		
Project Termini From - To Countywide		Nearest City Name Coupeville		Project Zip Code (+ 4) 98239	
Begin Mile Post Varies	End Mile Post	Length of Project 93.54 miles		Award Type <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number N/A	County Number 15	County Name Island
WSDOT Region Northwest Region	Legislative District(s) 10		Congressional District(s) 2		Urban Area Number N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$19,200	\$1,900	\$17,200	3	15
R/W					
Const.	\$135,000		\$135,000	4	16
Total	\$154,200	\$1,900	\$152,200		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 22-30 feet	Number of Lanes 2
Varies. The majority of roads are two, eleven foot wide lanes. Shoulders range from no shoulder to two foot gravel to four foot paved. Surface materials include bituminous surface treatment and hot-mix asphalt. All of the roads are in good condition.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) Upgrade signing.

Local Agency Contact Person Spencer Keane	Title Traffic Engineer	Phone (360) 678-7953
Mailing Address PO Box 5000	City Coupeville	State WA
		Zip Code 98239

Project Prospectus Approval	By 	Approving Authority
	Title Public Works Director/County Engineer	Date 4/19/2016

Agency Island County	Project Title County Signing Upgrade	Date 3/17/2016
-------------------------	---	-------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	22-30 feet	2

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25-50 moh	25-50 mph
Design Speed		
Existing ADT	100-1000	100-1000
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Island County	Others 0 %	Agency 100 %
Construction Will Be Performed By Island County	Contract 0 %	Agency 100 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency Island County	Project Title County Signing Upgrade	Date 3/17/2016
-------------------------	---	-------------------

Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Utilities <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	Railroad <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract
---	---

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Utility locates will be called for all new sign installations

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

A.J. Eisenberg Airport is located within two miles of Penn Cove Rd, Balda Rd, and Hastie Lake Rd.

Whidbey Airpark is within two miles of Goss Lake Rd, Coles Rd, Craw Rd, Crawford Rd, Bayview Rd, Lone Lake Rd, Marshview Rd, and Howard Rd.

Camano Island Airfield is located within two miles of Rekdal Rd, Hanstad Rd, and Moore Rd.

The project is not expected to affect the airports.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Island County

Date _____ By _____

Mayor/Chairperson
Richard M. Hannold, Chair



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16	
#7	
<input checked="" type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	REGULAR AGENDA
<input type="checkbox"/>	PUBLIC HEARING/MTG
RESOLUTION/ORDINANCE NO	

DEPARTMENT: Public Works
DIVISION: (if applicable) Roads
STAFF CONTACT: Spencer Keane – Traffic Engineer
AGENDA SUBJECT: Contract Extension No. 1 of Zumar Industries, Inc. Traffic Sign Contract
BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) <u>1/15/14</u> The current Island County contract with Zumar Industries, Inc. for purchasing traffic control signs expired on March 24, 2016. The county is exercising its sole option to extend the contract terms for a one-year period to March 24, 2017.
FISCAL IMPACT/FUNDING SOURCE: The contract maximum has been set at \$70,466.68.
RECOMMENDED ACTION: <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____
SUGGESTED MOTION: Motion to approve Contract Extension No. 1 for Zumar Industries, Inc. Traffic Sign Contract

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

**Contract Extension No. 1
Zumar Industries, Inc. – Island County Contract**

This Contract Extension No. 1 executes the sole option of Island County as "Contracting Agency" to extend the Contract dated April 7, 2014, entered into between Island County and Zumar Industries, Inc., for a one year period from March 24, 2016 through March 24, 2017.

In accordance with section 2.3 of the contract, the Vendor may request a change to the bid price. The County has agreed with the price increase of 10% for all items on the contract, and the new prices will be in effect for the contract extension.

Executed by Island County this _____ day of _____, 2016.

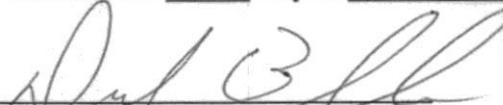
Attest:

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

DEBBIE THOMPSON
Clerk of the Board

By: _____
RICHARD HANNOLD, CHAIR

Acknowledgement of receipt by the Vendor this _____ day of _____, 2016.



Derek Behnke, Sales Manager
Zumar Industries, Inc.
12015 Steele St. S.
Tacoma, WA 98445
UBI Nbr.600164863



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16 #8

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE No

DEPARTMENT: ISLAND COUNTY PUBLIC WORKS	
DIVISION: (if applicable) PARKS	
STAFF CONTACT: JAN vanMUYDEN	
AGENDA SUBJECT: Deed of Right Grantor Island County Grantee State of Washington/Recreation and Conservation Funding Board and the Recreation and Conservation Office Trillium Community Forest Smugglers Cove Property	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (if applicable) <u>3/2/2016</u>
This Document allows this property to be used for Park and Recreational purposes. It also provides for the Safe and Effective management of the property consistent with recreation purposes. The Grantor Island County will allow the Grantee State of Washington access to the property to inspect for compliance with the agreement terms and conditions.	
IMPACT/FUNDING SOURCE: No County Funds to be expended	
RECOMMENDED ACTION:	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe) _____
SUGGESTED MOTION:	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____



Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kyle Guzlas

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Grantor: Island County

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

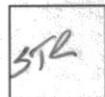
Abbreviated
Legal

Description: (More particularly described in Exhibit "A" (Legal Description) and as
depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): R23032-312-1620

Reference Numbers of Documents Assigned or Released: 4391722

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Outdoor Recreation Account. Such grant is made pursuant to the Project Agreement entered
into between the Grantor and the Grantee entitled Trillium Community Forest, Project Number
12-1559 signed by the Grantor on the 16th day of December 2013 and the Grantee the 6th day of

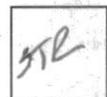


January 2014 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for public recreation and park purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if



such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

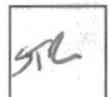
For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

Island County

By: _____

Name: Richard M. Hannold

Title: Chair

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF Island)

I certify that I know or have satisfactory evidence that Richard M. Hannold is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Chair for the Sponsor, Grantor Island County and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

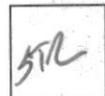


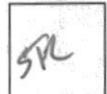
EXHIBIT A
Legal Description

The West Half of the Southeast Quarter of the Northwest Quarter, in Section 32, Township 30 North, Range 2 East, Willamette Meridian, records of Island County, Washington;

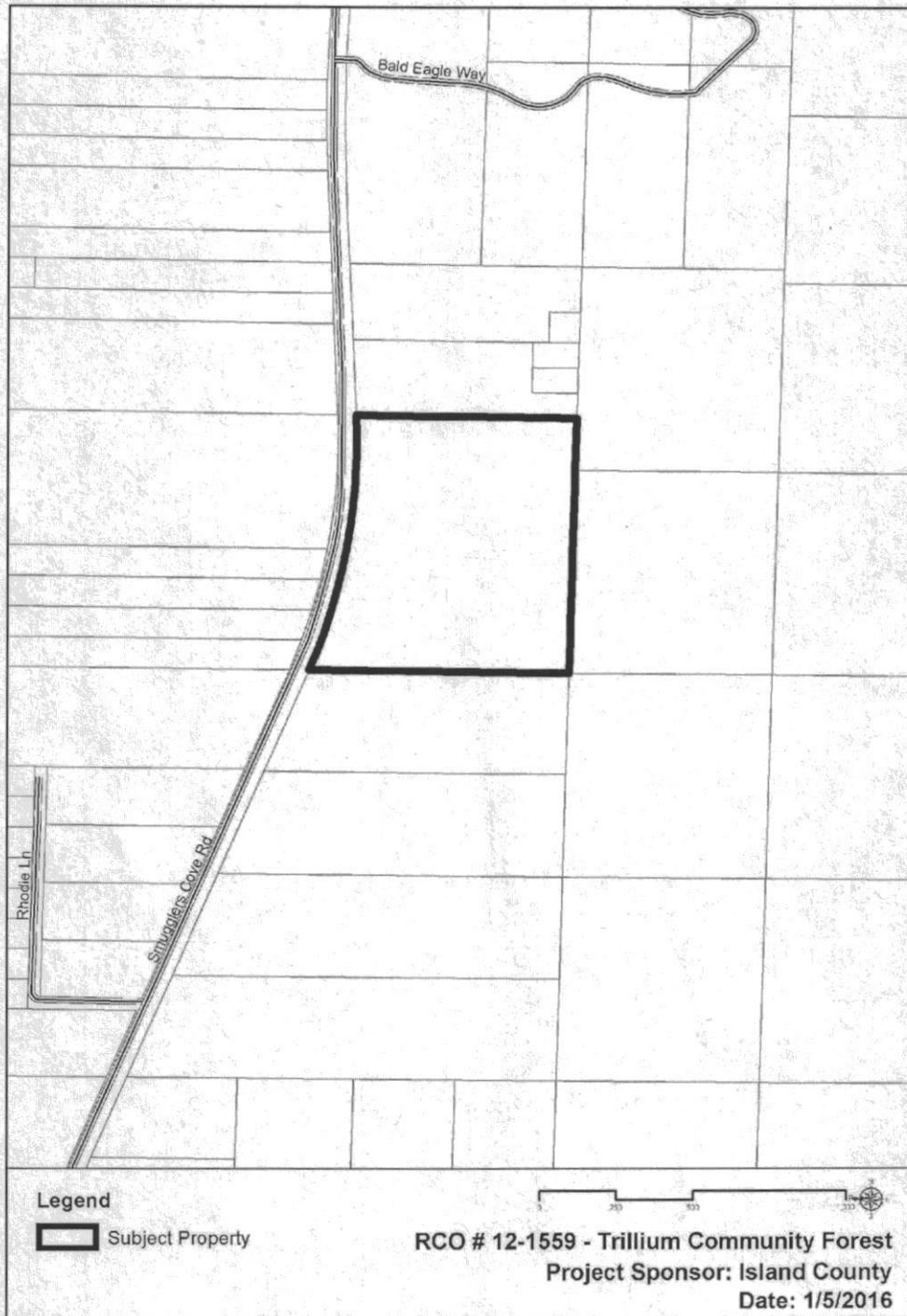
EXCEPT the North 500 feet thereof as measured along the Westerly line;

ALSO the Southwest Quarter of the Northwest Quarter lying Easterly of the County Road,
EXCEPT the North 500 feet thereof.

Situate in the County of Island, State of Washington.



**EXHIBIT B
Property Map**



STC



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16 #9
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
<input type="checkbox"/> RESOLUTION/ORDINANCE No

DEPARTMENT: ISLAND COUNTY PUBLIC WORKS
DIVISION: <i>(if applicable)</i> PARKS
STAFF CONTACT: JAN vanMUYDEN
AGENDA SUBJECT: Deed of Right Grantor Island County Grantee State of Washington/Recreation and Conservation Funding Board and the Recreation and Conservation Office Trillium Community Forest Bounty Loop (30.00 acres)
BACKGROUND/SUMMARY: WORK SESSION DATE: <i>(if applicable)</i> <u>3/2/2016</u> This Document allows this property to be used for Park and Recreational purposes. It also provides for the Safe and Effective management of the property consistent with recreation purposes. The Grantor Island County will allow the Grantee State of Washington access to the property to inspect for compliance with the agreement terms and conditions.
IMPACT/FUNDING SOURCE: No County Funds to be expended
RECOMMENDED ACTION: <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____
SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ___/___/___ TIME: _____
<input type="checkbox"/>	OTHER _____

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kyle Guzlas

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Grantor: Island County

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

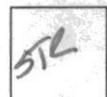
Abbreviated
Legal

Description: (More particularly described in Exhibit "A" (Legal Description) and as
depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): R22905-475-5100; R22904-468-0200

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Outdoor Recreation Account. Such grant is made pursuant to the Project Agreement entered
into between the Grantor and the Grantee entitled Trillium Trailhead Acquisition and
Development, Project Number 12-1613 signed by the Grantor on the 18th day of August 2015



and the Grantee the 9th day of September 2015 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for public recreation and park purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if



such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

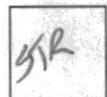
For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

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GRANTOR:

Island County

By: _____

Name: Richard M. Hannold

Title: Chair

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF Island)

I certify that I know or have satisfactory evidence that Richard M. Hannold is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Chair for the Sponsor, Grantor Island County and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,
residing in _____.

My commission expires _____.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

SR

EXHIBIT A
Legal Description

PARCEL NO. 1:

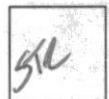
The West 330 feet of Government Lot 4, in Section 4, Township 29 North, Range 2 East, Willamette Meridian, records of Island County, Washington.

Situate in the County of Island, State of Washington.

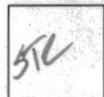
PARCEL NO. 2:

The East Half of Government Lot 1, in Section 5, Township 29 North, Range 2 East, Willamette Meridian, records of Island County, Washington.

Situate in the County of Island, State of Washington.



**EXHIBIT B
Property Map**





ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16 #10

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE No

DEPARTMENT: ISLAND COUNTY PUBLIC WORKS
DIVISION: (if applicable) PARKS
STAFF CONTACT: JAN vanMUYDEN
AGENDA SUBJECT: Deed of Right Grantor Island County Grantee State of Washington/Recreation and Conservation Funding Board and the Recreation and Conservation Office Trillium Community Forest Bounty Loop (2.5 acres)
BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) <u>3/2/2016</u> This Document allows this property to be used for Park and Recreational purposes. It also provides for the Safe and Effective management of the property consistent with recreation purposes. The Grantor Island County will allow the Grantee State of Washington access to the property to inspect for compliance with the agreement terms and conditions.
IMPACT/FUNDING SOURCE: No County Funds to be expended
RECOMMENDED ACTION: <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____
SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kyle Guzlas

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Grantor: Island County

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: (More particularly described in Exhibit "A" (Legal Description) and as
depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): S7540-00-00001-0

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Outdoor Recreation Account. Such grant is made pursuant to the Project Agreement entered
into between the Grantor and the Grantee entitled Trillium Trailhead Acquisition and
Development, Project Number 12-1613 signed by the Grantor on the 18th day of August 2015

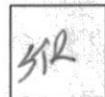
STR

and the Grantee the 9th day of September 2015 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for public recreation and park purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if



such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

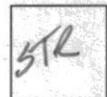
For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

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GRANTOR:

Island County

By: _____

Name: Richard M. Hannold

Title: Chair

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF Island)

I certify that I know or have satisfactory evidence that Richard M. Hannold is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Chair for the Sponsor, Grantor Island County and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

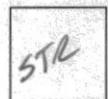
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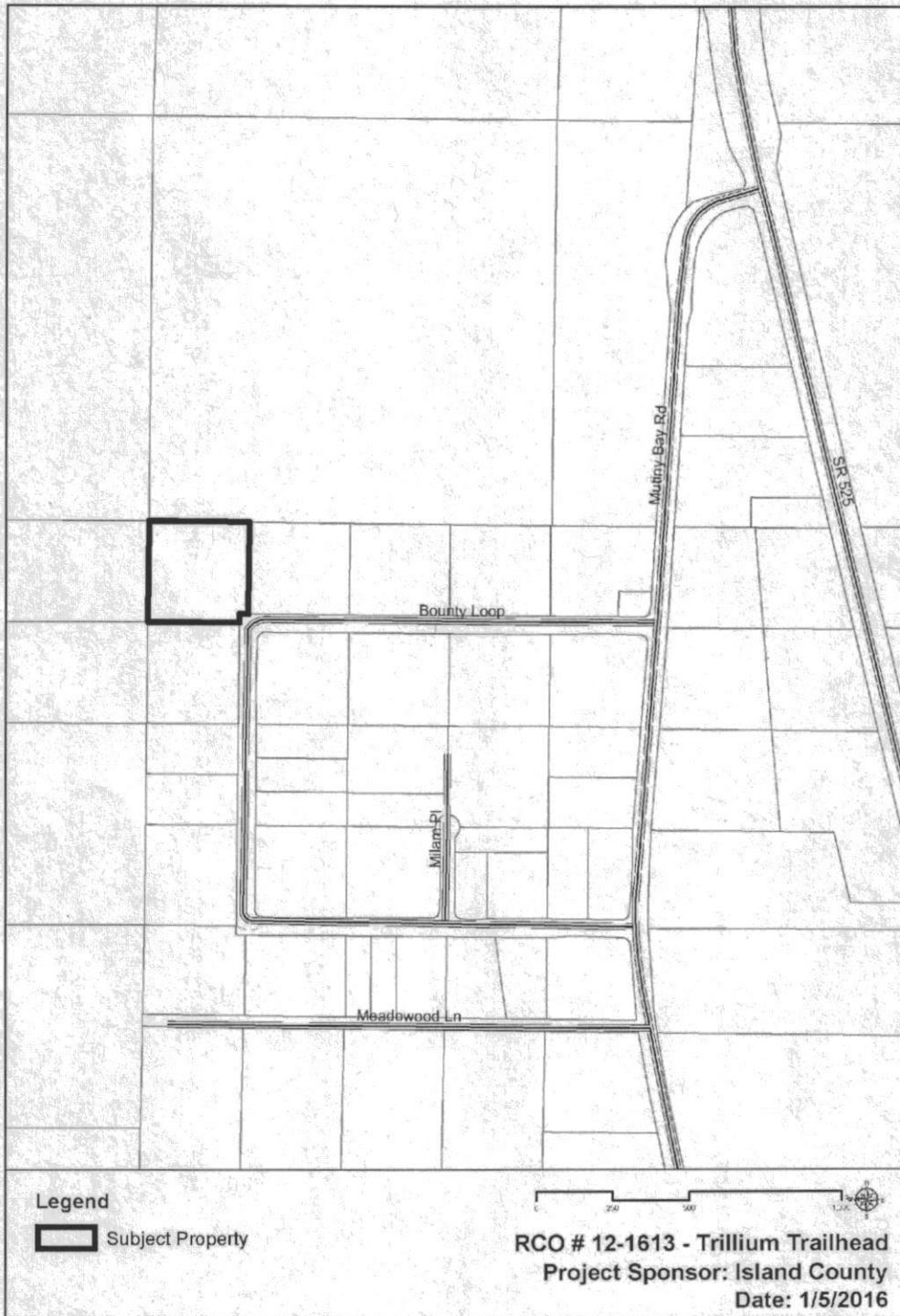
EXHIBIT A
Legal Description

Tract 1, Plat of Mutiny Bay Park, Division No. 1, as per plat recorded in Volume 8 of Plats, Pages 46 and 47, records of Island County, Washington.

Situate in the County of Island, State of Washington.



**EXHIBIT B
Property Map**



STL



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 5/3/16
____ CONSENT AGENDA #12
X REGULAR AGENDA
____ PUBLIC HEARING/MTG
RESOLUTION/ORDINANCE NO.
C-44 -16; PLG-003-16

DEPARTMENT: Planning & Community Development	
DIVISION: Long Range Planning	
STAFF CONTACT: Meredith Penny	
AGENDA SUBJECT: Amendments to the Fish & Wildlife Habitat protection regulations to address compliance actions for Issues 1, 3 and 10 of the Growth Board Hearings Board Final Order.	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (4/20/16)
On September 22, 2014 the Island County Board of Commissioners adopted new Fish and Wildlife Habitat protection regulations (ICC 17.02B). On June 24, 2015, the Growth Management Hearings Board (GMHB) issued an order in response to an appeal asserting that the County's update complied with the Growth Management Act with respect to four of the issues raised in the appeal, and did not comply with respect to seven other issues. The purpose of this regulation amendment is to address the Growth Management Hearings Board Order 14-2-0009 with regards to three of those seven issues.	
FISCAL IMPACT/FUNDING SOURCE:	
RECOMMENDED ACTION:	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe) _____
SUGGESTED MOTION: Move to approve Ordinance C-44 -16; PLG-003-16 amending Island County's development regulations to protect Fish and Wildlife Habitat Conservation Areas.	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING ISLAND
COUNTY'S DEVELOPMENT
REGULATIONS TO PROTECT FISH AND
WILDLIFE HABITAT CONSERVATION
AREAS

ORDINANCE C- 44 -16; PLG-
003-16

WHEREAS, Island County conducts planning activities in accordance with Chapter 36.70 RCW, the Planning Enabling Act; and

WHEREAS, the planning process and the Island County Comprehensive Plan are further governed by Chapter 36.70A RCW, the Growth Management Act (GMA); and,

WHEREAS, in order to comply with Chapters 36.70 and 36.70A RCW, Island County adopted its Comprehensive Plan on September 29, 1998 by Ordinance C-128-98, with an effective date of December 1, 1998; and

WHEREAS, state law requires periodic updates of GMA comprehensive plans; and

WHEREAS, the Washington State Legislature amended RCW 36.70A.130 to extend the schedule and subsequent review cycles for GMA comprehensive plan periodic updates; and

WHEREAS, RCW 36.70A.130(4)(b) established December 1, 2005 as the date for Island County to take action to review, and if necessary, revise its comprehensive plan and development regulations; and

WHEREAS, during the 2005 periodic update, Island County failed to update the Fish and Wildlife Habitat Conservation Areas component of the Comprehensive Plan and accompanying regulations and policies; and

WHEREAS, the Growth Management Hearings Board issued an order that Island County must review and update its comprehensive plan and development regulations for the protection of fish and wildlife habitat conservation areas by July 24, 2014; and

WHEREAS, following the order issued by the Growth Management Hearings Board Island County immediately began work on updating the County's fish and wildlife conservation areas protection standards; and

WHEREAS, RCW 36.70A.140 requires cities and counties planning under the GMA to establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans; and

WHEREAS, Island County created and adopted a Public Participation Plan and Preliminary Schedule to address RCW 36.70A.140 by Resolution C-96-13 on October 20, 2013; and

WHEREAS, RCW 36.70A.172 requires the use of best available science when developing polices and regulations to protect the functions and values critical areas, including Fish and Wildlife Habitat protections standards; and

WHEREAS, Chapter 365-195 WAC establishes criteria for determining if information qualifies as best available science; and

WHEREAS, Island County reviewed a large body of scientific information and prepared a detailed report synthesizing the results of this review (Best Available Science and Existing Conditions Report for Island County's Fish and Wildlife Habitat Conservation Areas, January 2014); and

WHEREAS, Island County reviewed its existing policies and regulations, as well as the findings contained in the Best Available Science Report and produced a report documenting program deficiencies and areas which needed to be updated in order to be consistent with GMA requirements and best available science (Island County Fish and Wildlife Habitat Conservation Areas Audit and Policy/Regulation Framework, March 2014); and

WHEREAS, Island County has developed revised comprehensive plan policies and development regulations to incorporate the findings of the Best Available Science Report and Audit and Policy document; and

WHEREAS, a Technical Advisory Group (TAG) comprised of representatives from the State agencies, County departments, and members of local organizations with expertise in relevant scientific disciplines was used to assist in the process of selecting and analyzing best available science and in drafting revised policies and regulations; and

WHEREAS, The Island County Planning Commission held a public hearing on March 14, 2016 and voted to recommend that the Board of Island County Commissioners approve the revised fish and wildlife habitat conservation areas policies and regulations and signed detailed findings of fact supporting this action on April 1, 2016; and

WHEREAS, The Island County Board of Commissioners found that the revised policies and regulations will adequately protect the functions and values of those fish and wildlife habitat conservation areas enumerated in WAC 365-190-130 and that special consideration has been given to protecting anadromous fish as required by WAC 365-195-925; and

WHEREAS, The Board of Island County Commissioners found it necessary to amend Titles III, XVI, and XVII of the Island County Code in order to incorporate and fully implement the revised fish and wildlife habitat conservation areas policies and regulations; and

WHEREAS, The Board of Island County Commissioners found that a new section should be added to Island County Code and codified as Chapter 17.02B ICC; and

WHEREAS, The Board of Island County Commissioners found it necessary to prepare additional findings of fact in order to further clarify, support, and document the County's response to the Growth Management Hearings Board order, and to support a number of minor changes to the Planning Commission's recommended policies and regulations; and

WHEREAS, The Board of Island County Commissioners voted to approve the revised fish and wildlife habitat conservation areas policies and regulations and signed the detailed findings of fact supporting this action on September 22, 2014; and

WHEREAS, The Growth Management Hearings Board issued an order that Island County must take legislative action to comply with the requirements of the Growth Management Act by June 25, 2016; and

WHEREAS, These amendments provided in Exhibit "A," attached hereto are intended as compliance actions for Issues 1, 3, and 10 as described in the Growth Management Hearings Board Final Decision and Order issued June 24, 2015.

NOW THEREFORE,

IT IS HEREBY ORDAINED that the Board of Island County Commissioners adopts amendments to the Fish and Wildlife Habitat protection regulations attached hereto as Exhibit A. Within Exhibit A, material stricken through is deleted and material underlined is added. The material in Exhibit A is intended to be a revision to Island County Code Chapter 17.02B. The Board also hereby adopts Exhibit B, the Board's Findings of Fact.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

ATTEST:

Helen Price Johnson, Member

Debbie Thompson
Clerk of the Board

APPROVED AS TO FORM:

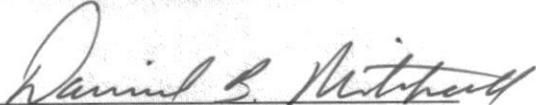

DANIEL B. MITCHELL
Deputy Prosecuting Attorney and
Island County Code Reviser

Exhibit A

Revised Island County Code Chapter 17.02B

Chapter 17.02B

Island County Critical Areas Regulations

...

17.02B.060 - Definitions—Fish and wildlife habitat conservation areas.

Adequate building site means an area large enough to accommodate a reasonably sized home, driveway, utilities, septic system, and, if necessary, a well.

Agricultural activities, existing and on-going means those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops or livestock. These activities include the operation and normal maintenance of legally existing farm and stock ponds or drainage ditches, operation and normal maintenance of legally existing unregulated streams, changes between agricultural activities, and normal maintenance, repair, or operation of legally existing serviceable structures, facilities, or improved areas. Activities which bring an area into agricultural use are not part of an on-going operation. An operation ceases to be on-going when the area on which it is conducted is converted to a nonagricultural use or has lain idle for more than five (5) years, unless the idle land is registered in a federal or state soils conservation program other than conservation reserve enhancement program (CREP) and other riparian buffer enhancements. Forest practices and maintenance of legally existing vegetation, landscaping and gardens are not included in this definition. This definition is limited to legally existing uses and activities. The five-year period specified above may be extended by an appropriately limited and reasonable amount of time in order to account for unavoidable and unintentional events which make active agricultural use impossible. Such events may include the death of an agricultural operator, difficulty selling the agricultural property, or securing a lease with an agricultural operator. Such extensions are subject to applicable requirements in this chapter.

...

~~**Reasonable use** means the minimum logical or rational use of a specific parcel of land which a person can be expected to conduct or maintain fairly and appropriately taking into account specific site characteristics.~~

Reasonable use means the logical or rational use of a specific parcel of land which a person can be expected to conduct or maintain fairly and appropriately under the specific circumstances, considering the size of the lot, the type of use or structure proposed and similar uses and structures in the general vicinity of the lot, that are permitted uses consistent with and conforming to current regulations.

Regulated activities means all development occurring within designated FWHCA and their buffers that is not either listed as an exempt activity in section 17.02B.300 or been determined to be an exempt activity by the director in accordance with section 17.02B.300.

Remodel means to renew, renovate or make over a part of an existing building for the purpose of its appearance or layout. Remodel may include repair or relocation of interior walls but does not include repair, replacement or relocation of any of the exterior floors, walls or roof.

Serviceable means infrastructure that is currently usable and durable enough to perform its intended function according to Island County or other responsible agency design and construction standards.

Shoreline jurisdiction means any area subject to the jurisdiction of the Island County Shoreline Master Program (SMP) or the Washington State Shoreline Management Act (SMA). The jurisdictional limits of the Island County SMP and the Washington State SMA are defined in section 17.05.040.WW., and RCW 90.58.040 and 90.58.030.

Stream, regulated means the following features are defined as streams and are regulated as critical areas under the provisions of this chapter:

1. **Natural stream channels** means those areas where naturally occurring surface waters produce a defined channel, bed, bank or side, and where there is clear evidence of the passage of water such as bedrock channels, gravel beds, sand and silt beds and defined channel swales. The channel or bed need not contain water year-round.
2. **Modified stream channels** means those natural stream channels with or without headwaters that follow and/or replace historic natural watercourses that have been significantly channelized, relocated, and/or constrained. Modified stream channels include segments of a stream that have been legally modified, and are in compliance with all necessary permits in effect at the time of its approval.
3. **Artificial stream channels** means artificial channels either used by salmonids of any life stage, or that directly convey water from or through an existing regulated wetland.
4. Artificially created channels that serve to connect other streams are regulated as streams. This definition excludes those areas which have no defined channel, bed, bank or side; see "Wetlands" definition in chapter 17.02A.

Stream, unregulated means ditches and other water conveyance systems which are artificially constructed and actively maintained for irrigation and/or drainage and which are not otherwise classified as a regulated stream.

Variance, critical areas means a Type III decision issued by the hearing examiner, upon a recommendation from the director, authorizing a deviation from the dimensional or performance standards of this chapter.

...

17.02B.300 - Exempt activities.

- A. Except as noted in subsection B. or otherwise, the following activities listed in the exemption table noted with an "E" as "exempt activities" are exempt from the buffer, mitigation, and protection requirements of this chapter.
 1. No permit is required under this chapter for development which meets the precise terms of the exempt activities listed below. In those instances where an exempt activity is

associated with another activity which requires a permit from Island County, the proposal shall be reviewed in conjunction with the underlying permit for compliance with the provisions of this chapter and shall be processed in accordance with the procedures outlined in chapter 16.19 for the associated permit.

2. For development proposals which do not meet the precise terms of an exempt activity listed below, the director may, through a Type I process, determine whether or not a development should be classified as an exempt activity. When such a determination is necessary it shall be reviewed using a Type I process in accordance with the procedures of chapter 16.19 and the criteria identified in section 17.02B.300.B. and C.
3. For purposes of documenting the exempt status of a listed activity, an applicant may voluntarily request an exemption authorization from the director. When such a determination is requested, it shall be prepared using a Type I process in accordance with the procedures of chapter 16.19 and the criteria identified in section 17.02B.300.B. and C.

	Exemption Table	FWHCA	Wetlands: RESERVED	Geologically Hazardous: RESERVED
1.	Existing and on-going agricultural activities that qualify under section 17.02.040.E.1. (preexisting as of October 1, 1998)	E		
	<ul style="list-style-type: none"> • This exemption includes normal maintenance or repair of existing drainage facilities and unregulated streams, when such features are related to a legally existing and on-going agricultural activity. 			
	<ul style="list-style-type: none"> • This exemption does not include work in regulated streams. Work in regulated streams is addressed in section 17.02B.310.C.7. 			
	<ul style="list-style-type: none"> • An existing and on-going agricultural activity or operation ceases to be on-going when the area on which it is conducted is converted to a nonagricultural use or has lain idle for more than five (5) years, unless the idle land is registered in a federal or state soils conservation program other than CREP and other riparian buffer enhancements. The five-year period specified above may be 			

	<p>extended by an appropriately limited and reasonable amount of time in order to account for unavoidable and unintentional events which make active agricultural use impossible. Such events may include, the death of an agricultural operator, difficulty selling the agricultural property, or difficulty securing a lease with an agricultural operator. <u>Such extensions shall be limited to three years.</u></p>			
	<ul style="list-style-type: none"> The existing and on-going agricultural activity exemption and associated allowances for maintenance or repair of existing drainage facilities shall not continue or transfer when a new use is established and the existing and on-going agricultural activity is discontinued. 			
2.	<p>Forest practices regulated and conducted in accordance with the provisions and requirements of Chapter 76.09 RCW as well as all applicable forest practice regulations, and which are exempt from Island County jurisdiction.</p>	E		
3.	<p>Normal maintenance or repair of existing serviceable public or private roads, paths, bicycle ways, trails, bridges, and associated storm drainage facilities. Where reconstruction is the normal method for maintenance or repair, it is considered exempt if it does not change the character, scope, or size of the original structure, facility, utility or improved area beyond the original design, unless such changes are intended to improve ecological conditions or habitat, such as fish passage.</p>	E		
4.	<p>Normal maintenance or repair of existing serviceable drainage facilities or systems, including, but not limited to, unregulated streams, culverts, catch basins, and outfalls provided that there is no expansion of facilities or change in conveyance capacity. This exemption includes replacement</p>	E		

	where it is the normal method of maintenance or repair and where such facilities are designed to provide improvement to FWHCA functions, e.g. replacement of a culvert to provide for fish passage.			
5.	Normal and routine maintenance or repair of existing utility facilities or rights-of-way.	E		
6.	Installation, construction, relocation, operation, normal maintenance or repair, or alteration of all utility lines, equipment, or appurtenances, not including substations, in improved and maintained road rights-of-way. Replacement may be considered an exempt activity if it is the normal method of repair, as determined by the director. Relocation of utility lines, equipment, or appurtenances shall occur as far as feasible from the FWHCA or its buffer. This exemption does not include the installation of throughput transmission facilities as defined in chapter 17.03.	E		
7.	Reconstruction, remodeling, or maintenance or repair of existing structures, provided there is no further intrusion into a critical area or its buffer. This exemption excludes the intentional demolition of existing structures where the reconstructed structure can be accommodated outside of the critical area and its buffer.	E		
8.	Site investigative work necessary for permit submittals, or county-authorized monitoring activities, such as surveys, soil logs, and percolation tests provided there is no clearing, fill or use of heavy equipment in a critical area or impacts to its buffer.	E		
9.	Emergency action necessary to prevent imminent threat or danger to public health or safety, or to public or private property, or serious environmental degradation. The department shall review all	E		

	<p>proposed emergency actions to determine the existence of the emergency and reasonableness of the proposed actions taken unless the nature of the emergency is such that it is not possible to first gain approval of the department, in which case such review must occur within ten (10) days of the conclusion of the emergency work.</p>			
10.	<p>Provided such actions do not increase the size or capacity of such facilities operation, normal maintenance or repair of existing dikes, unregulated streams, reservoirs, and other structures and facilities which were legally created or developed as part of normal flood control activities on or prior to December 31, 1984, except that this exemption does not extend to draining or alteration of any regulated wetland.</p>	E		
11.	<p>Provided such actions do not increase the size or capacity of such facilities, operation, normal maintenance or repair of existing unregulated streams, reservoirs, ponds and other structures and facilities which were legally created or developed as part of normal irrigation activities on or prior to December 31, 1984.</p>	E		
	<ul style="list-style-type: none"> • Normal maintenance or repair of unregulated streams is not considered exempt if maintenance or repair of such unregulated streams is discontinued as per section 17.03.230.I., Existing uses. 			
12.	<p>Normal maintenance or repair of legally existing yard or garden structures when such activities are part of normal maintenance activities and no building permit is required. This exemption does not allow further intrusion into a critical area or its buffer.</p>	E		
13.	<p>Maintenance or repair activities including, but not limited to, cutting, mowing lawns, weeding,</p>	E		

	<p>removal of noxious and invasive species, harvesting and replanting of garden crops, pruning and planting of noninvasive ornamental vegetation or indigenous native species to maintain the general condition and extent of such areas; provided, that such maintenance or repair activities are limited to existing landscaping improvements and do not further expand into critical areas or associated buffers, do not alter topography, do not destroy or clear native vegetation, do not remove non-hazard trees in the buffer or critical area, and do not diminish water quality or quantity.</p>			
	<ul style="list-style-type: none"> Native growth protection areas, mitigation sites, or other areas protected via permit conditions, conservation easements or similar restrictive covenants are not covered by this exception. 			
14.	<ul style="list-style-type: none"> The removal or control of noxious weeds listed in Chapter 16-750 WAC and consistent with chapter 8.28. 	E		
	<ul style="list-style-type: none"> The removal or control of invasive species including, but not limited to, Himalayan Blackberry and Evergreen Blackberry shall be with hand labor, hand application of herbicides and/or hand-held mechanical tools. Use of heavy equipment may be allowed if approved by the director subject to subsections B. and C. of this section. All herbicide applications in aquatic environments shall conform to the rules of the Department of Ecology, Department of Agriculture and Department of Natural Resources, pursuant to Chapters 173-201A, 16-228, and 222 WAC. 			
	<p>Provided that, noxious weeds or invasive species removed from a critical area or critical area buffer shall be removed using best management practices and shall be taken away and disposed of appropriately. Revegetation with appropriate native</p>			

	<p>plant species at natural densities is allowed in conjunction with the removal. Unless the director determines that a larger acreage meets the criteria in subsections B. and C., or is proposed at federal, state, or county approved habitat mitigation bank, the director shall limit the size of the noxious weeds removal or control of invasive species to an area equal to or less than one (1) acre.</p>			
15.	<p>Removal of beaver. The control, trapping, and removal of beaver from critical areas or critical area buffers provided no alteration occurs except the removal of the beaver dam and the control, trapping, or removal is authorized by the Washington State Department of Fish and Wildlife (WDFW) through the issuance of a hydraulic project approval (HPA).</p>	E		

B. Standard exemption environmental protection criteria: Proposed exempt activities shall comply with the following environmental protection criteria in addition to meeting any provisions contained in the exemption description in subsection A.:

...

Exhibit B

Board Findings of Fact

The Board of County Commissioners approves of and incorporates in full the findings of fact of the Planning Commission attached as Attachment “A”



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

ISLAND COUNTY PLANNING COMMISSION

Dean Enell, Chairperson

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FAX: (360) 679-7306 ■ P. O. Box 5000, Coupeville, WA 98239-5000

Internet Home Page: <http://www.islandcounty.net/planning/>

~FINDINGS AND CONCLUSIONS~

TO: Board of Island County Commissioners

FROM: Island County Planning Commission

DATE: March 31, 2016

REGARDING: Regulation Amendment to Fish and Wildlife Habitat protection regulations, Chapter 17.02.B of the Island County Code to address Growth Management Hearings Board Order 14-2-0009 issued June 24, 2015.

SUMMARY

Island County Planning & Community Development has revised fish and wildlife habitat protection standards in order to address an order from the Washington State Growth Management Hearings Board (GMHB). On September 22, 2014 the Island County Board of Commissioners adopted new Fish and Wildlife Habitat protection regulations (ICC 17.02B). On June 24, 2015, the Growth Management Hearings Board (GMHB) issued an order in response to an appeal asserting that the County's update complied with the Growth Management Act with respect to four of the issues raised in the appeal, and did not comply with respect to seven other issues. The GMHB order required the County to address these issues by June 24, 2016. In order to address three of the seven issues in this order, Island County intends to adopt revised regulations before June 24, 2016.

FINDINGS OF FACT

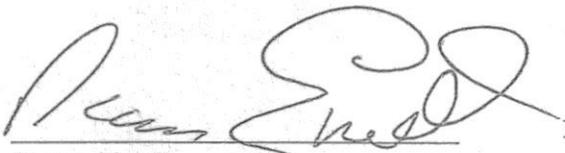
1. Island County received an order from the Growth Management Hearings Board to review and update the Island County Comprehensive Plan and development regulations for Fish and Wildlife Habitat Conservation Areas.

2. On September 22, 2014 Island County adopted new Fish and Wildlife Habitat Conservation Areas policies and regulations.
3. On June 24, 2015, the Growth Management Hearings Board (GMHB) issued an order in response to an appeal finding that the County's update complied with the Growth Management Act with respect to four of the issues raised in the appeal, and did not comply with respect to seven other issues.
4. The Planning Commission finds that removing the current definition of reasonable use (ICC 17.02B.060) and replacing it with the definition of reasonable use found in ICC 17.02A.030 would be sufficient to comply with RCW 36.70A.060 and RCW 36.70A.172.
5. The Planning Commission finds that removing the exemption for the removal of beaver found in ICC 17.02B.300A(15) would be sufficient to comply with RCW 36.70A.060 and RCW 36.70A.172 while still allowing for land owners to take emergency action to protect their property from flooding or water inundation caused by beaver activity.
6. The Planning Commission finds that identifying maximum extension periods and including more specificity within the code and definition of existing and on-going agricultural activities is sufficient to comply with RCW 36.70A.060.

CONCLUSION

The Island County Planning Commission has reviewed the proposed changes to Island County Code Chapter 17.02B and hereby recommends that the Board of County Commissioners adopt an ordinance to incorporate the proposed amendments, which will be attached to the ordinance as Exhibit A.

Respectfully submitted through the Island County Planning Department to the Board of Island County commissioners, pursuant to RCW 36.70.430, this 15th day of April, 2016 by,



Dean Enell
Chair, Island County Planning Commission



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 5/3/16

CONSENT AGENDA #11
 REGULAR AGENDA
 PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO.
C-43 -16; PLG-002-16

DEPARTMENT: Current Use Planning & Community Development

DIVISION:

STAFF CONTACT: Hiller West

AGENDA SUBJECT: Housekeeping Amendments to Chapters 16.06, 16.13 and 17.03 to address obsolete text, scrivener's errors, and minor inconsistencies.

BACKGROUND/SUMMARY: WORK SESSION DATE: (4/20/16)

February 22, 2016 the Planning Commission held a workshop discussion on proposed "housekeeping" amendments to the development regulations of Island County Code. The amendments are needed to correct minor housekeeping items in Titles 16 and 17 of Island County Code, such as obsolete text, scrivener's errors, minor inconsistencies, and conflicting subsections. Some of these amendments have been discussed for years; others have become necessary because of changes in State law or to Island County Code. On March 14, 2016 the Planning Commission held a public hearing and considered public testimony on these amendments. Following deliberations their recommendation was forwarded to the Board of County Commissioners on April 20, 2016. After Code Reviser review the recommendation comes forward to the Board in the form of the above referenced Ordinance.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) _____

SUGGESTED MOTION: Move to adopt Ordinance C- 43 -16; PLG-002-16

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING
THE ISLAND COUNTY CODE TO
MAKE MINOR HOUSEKEEPING
AMENDMENTS IDENTIFIED BY
COUNTY STAFF

ORDINANCE NO. C-43 -16
PLG-002-16

WHEREAS, the Board of Island County Commissioners (“Board”) directed its staff to review the Island County Code and identify minor housekeeping issues such as obsolete text, scrivener’s errors, minor inconsistencies, and introduce proposed amendments that would “clean up” the housekeeping items; and

WHEREAS, planning staff conducted a review and identified certain housekeeping items that could be improved upon with minor code amendments; and

WHEREAS, a code amendment proposal was prepared and introduced to the Island County Planning Commission for their review; and

WHEREAS, the Planning Commission held a public hearing on March 14, 2016 and after considering the public input, if any, recommended that the Board of Island County Commissioners adopt the proposal;

NOW, THEREFORE,

IT IS HEREBY ORDAINED by the Board of County Commissioners of Island County, Washington, that the amendments to the Island County Code attached hereto as Exhibit A amending Island County Code Chapters 16.06, 16.13 and 17.03 are hereby approved and adopted. Material underlined is added and material lined through is deleted. The Board of County Commissioners also adopts the Findings of Facts, attached herein as Exhibit B.

ADOPTED this _____ day of _____, 2016, and effective immediately.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

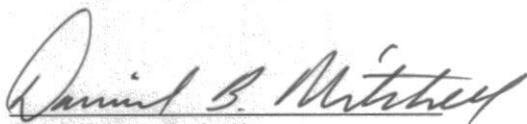
RICHARD M. HANNOLD, Chair

JILL JOHNSON, Member

HELEN PRICE JOHNSON, Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

APPROVED AS TO FORM:



Daniel B. Mitchell
Deputy Prosecuting Attorney
& Island County Code Reviser

EXHIBIT "A"

16.06.090 - Preliminary short subdivision approval.

...

F. Expiration of preliminary approval.

- 1. ~~The time limitation for submitting a final short plat for approval shall be the same as the time limitation for submitting a final plat for approval as set forth in ICC 16.06.110.F. Preliminary short subdivision approval shall expire if all requirements for final approval have not been fulfilled and the short plat approved and recorded within five (5) years of the date of the preliminary approval of the proposed project, or the first phase of such project if a project phasing schedule has been approved. Provided that any judicial appeal filed and accepted for review after preliminary approval shall automatically stay the time periods referenced above until a final decision on the appeal is rendered. The above five year period shall also apply to all pending applications which have been granted preliminary approval as of the effective date of this chapter.~~

16.06.110 - Preliminary subdivision approval.

...

F. Expiration of preliminary approval.

- 1. The time limitation for submitting a final plat for approval shall be the same as set forth in RCW 58.17.140(3). ~~Preliminary subdivision approval shall expire if all requirements for final approval have not been fulfilled and the final plat approved and recorded within five (5) years of the date of the preliminary approval of the proposed project, or the first phase of such project, if a project phasing schedule has been approved. Provided that any judicial appeal filed and accepted for review after preliminary approval shall automatically stay the time periods referenced above until a final decision on the appeal is rendered. The above five year period shall also apply to all pending applications which have been granted preliminary approval as of the effective date of this chapter.~~

16.06.120 - Application requirements for final approval.

Application for final approval of a short subdivision or subdivision shall be made by submitting the original application together with all requirements as listed below.

A. Application form. . . .

...

H. Final map. The final subdivision or short subdivision map shall be drawn based on a site specific survey as specified in section 16.06.110 in permanent black ink on one (1) or more sheets capable of reproduction, eighteen (18) inches by twenty-four (24) inches in size, and bearing the following information (unless specifically waived by the approving authority at the time of preliminary approval):

- 1. The legal description of the land contained in the land division;
- ...
- 20. If applicable, any and all covenants, conditions, and restrictions intended to appear on the face of the plat or short plat.

16.06.170 - Alterations, withdrawals and vacations.

- A. Alterations. Land divisions may be altered in accordance with the following requirements and must meet the requirements of RCW 58.17.215, unless they are boundary line adjustments, lot combinations or boundary line corrections and can more readily and expeditiously be accomplished through the boundary line adjustment or correction process of this chapter:
1. A majority of all affected ownership interests within the originally recorded land division must be a party to the alteration application, or must express written agreement to the proposed alteration, including written agreement to accept ownership of any property, or to transfer or convey ownership of any property, which may be necessary as a result of the alteration. If the original land division was subject to restrictive covenants and the alteration would result in a violation of or require changes to those covenants, all affected ownership interests must agree in writing to terminate or alter the relevant covenants.
 2. Any conditions of approval contained in the original land division that are applicable to the alteration which have been relied upon in subsequent land development or land use planning decisions and which are still applicable at the time of application shall be incorporated in the alteration, unless such conditions are provided by other legal means at the time of approval of the alteration.
 3. In addition to notice requirements in RCW 58.17.215, procedures and requirements established by this chapter for land divisions shall be applicable to alteration requests, unless such alteration can otherwise be approved as a boundary line adjustment, lot combination, or boundary line correction. Alterations shall comply with applicable conditions of the original land division.
 4. Approval of any alteration which cannot otherwise be approved as a boundary line adjustment, lot combination or boundary line correction shall be approved as a Type II decision for short subdivisions and a Type III decision for subdivisions.

16.13.100 - Powers.

The examiner shall receive and examine available information, conduct public hearings and prepare a record thereof, and enter decisions as provided for herein.

- B. Appealable decisions (Type III). The decision of the examiner on the following matters shall be final unless such decision is appealed as provided in section 16.19.170, WAC 173-17-060 (shoreline civil penalties), or chapter 16.21 (shoreline administration); or is appealed in accordance with RCW 90.58.180 (Shorelines Hearings Board appeals):
1. Shoreline substantial development permit, conditional use, and variance permits when the underlying permit requires a hearing; rescission of such permits;
 2. Preliminary plat applications;
 3. Critical area alterations as provided in chapter 17.02;
 4. Site plan review for conditional uses classified as Type III decisions in chapters 17.03 and 16.19;
 5. Planned residential development applications for five (5) or more dwelling units;
 6. Civil penalties associated with shoreline cease and desist orders;

- ~~7. Commercial agriculture zoning verifications;~~
- ~~87. Rezones classified Type III decisions by chapters 17.03 and 16.19; and~~
- ~~98. Critical area variance requests as provided in chapter 17.02B.~~

~~16.13.150 - Transition.~~

~~Until new county-wide zoning is enacted to replace the current interim zoning, or December 31, 1984, whichever date is earlier, the examiner, in his/her decisions and recommendations, shall be guided by the following criteria:~~

- ~~A. In case of conflict between the use of density designations in the optimal land use map and the text of the comprehensive plan, the text shall be controlling;~~
- ~~B. In case of conflict between the use or density designations in the optimal land use map and existing interim zoning, the optimal land use map shall be controlling;~~
- ~~C. In case of conflict between the comprehensive plan and any other development regulation of the county, the comprehensive plan shall be controlling; provided that, in all cases where the county seeks to maintain that a conflict exists, the county shall have the burden of demonstrating, to the satisfaction of the examiner, by clear and convincing evidence, that such conflict does in fact exist.~~

17.03.100 - Commercial Agriculture (CA) Zone.

- ~~H. Verification of Commercial Agriculture (CA) Zone classification. Parcels classified CA shall be converted to RA, processed as a technical Type IV amendment pursuant to chapter 16.19 with no county permit fee charged the owner if:
 - ~~1. Water rights are not available to the parcel and less than fifty (50) percent of the parcel contains prime soils; or~~
 - ~~2. The parcel contains less than twenty-five (25) percent prime soils; or~~
 - ~~3. The parcel is not farmable due to the critical area regulations contained in chapter 17.02; or~~
 - ~~4. The owner demonstrates that, as of June 2, 1999, the parcel did not meet the designation criteria set forth in subsection D. above.~~~~

~~For 180 days after the effective date of this amendment, if a property owner files a request for a technical amendment to be removed from the CA classification, the county shall, at no cost to the owner complete any necessary studies to verify the presence of prime soils. A technical amendment under this subsection may be processed simultaneously with a zoning amendment filed pursuant to section 17.03.220.~~

17.03.120 - Rural Center (RC) Zone

C. Prohibited Uses

1. Junk and salvage yards;
2. Single family dwelling units; and

3. Any building greater than 50,000 square feet of gross floor area, unless Appendix A is more restrictive in limiting building size within a particular Rural Center.

...

17.03.180 - Land use standards.

The land use standards contained in this section supplement the general land use regulations of this chapter and the specific development standards contained in other chapters of the Island County Code.

...

S. Site coverage and setbacks.

...

4. Building setbacks for the RC, RV, CGV, RS, LM and AP Zones.

...

- 4.[5.] Supplemental setback and height requirements.

...

- 5.[6.] Sight distance setbacks.

...

- 6.[7.] General exceptions to setback requirements:

...

- 7.[8.] Special shoreline setbacks.

...

V. Temporary uses. The following temporary uses may be conducted upon temporary use approval. Each use shall meet the requirements of this chapter and the following standards:

...

5. In R and RR Zones, mobile/manufactured homes for relatives having a physical or mental infirmity.
 - a. A mobile/manufactured home may be temporarily used by an infirm person incapable of maintaining a residence on a separate property, or by one (1) or more individuals caring for the infirm person;
 - b. The mobile/manufactured home shall be occupied by a family member or designated caregiver of the occupants of the primary dwelling unit;

...

EXHIBIT "B"

Board Findings of Fact

The Board of County Commissioners approves and incorporates in full the findings of fact of the Planning Commission attached as Attachment "A". The Planning Commission's findings attached here as Attachment "A" do not include the exhibits, if any, that were attached to the Planning Commission's findings of fact.



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

Dean Enell, Chair

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339 FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000. Internet Home Page: <http://www.islandcounty.net/planning/>

~ MEMORANDUM ~

To: Board of Island County Commissioners

From: Island County Planning Commission

RE: Findings of Fact – Recommendation on Amendments to Titles 16 and 17 of the Island County Code; housekeeping amendments to the development regulations and standards.

Date: March 21, 2016

Summary

The Community Development Department and Prosecuting Attorney's office have, over the last few months, assembled a list of proposed "housekeeping" amendments to the development regulations (Titles 16 and 17) of Island County Code, that are needed to correct minor housekeeping items, such as obsolete text, scrivener's errors, minor inconsistencies, and conflicting subsections. Some of these amendments have been discussed for years, others have more recently become necessary because of changes in State law or to Island County Code.

The Island County Planning Commission is forwarding to the Board of Island County Commissioners its recommendation of approval. The proposed amendments are attached here as Exhibit "A,"

Findings

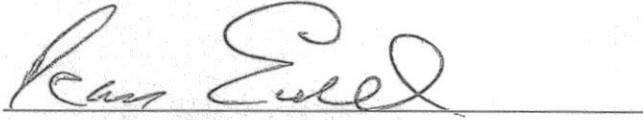
1. The Board of Island County Commissioners has directed its staff to review the Island County Code and identify minor housekeeping items such as obsolete text, scrivener's errors, minor inconsistencies, and introduce proposed amendments that would "clean up" the housekeeping items.

2. The Planning Commission finds that chapter 16.06 ICC contains the requirements for subdivision approval and alteration of approved subdivisions.
3. The Planning Commission finds that chapter 16.13 ICC contains the duties and powers of the Hearing Examiner.
4. The Planning Commission finds that chapter 17.03 ICC contains the standards for the various zones in Island County, including the Commercial Agriculture and Rural Center zoning districts, and the Land Use Standards .
5. The Planning Commission finds that adequate outreach to the local community and public was conducted by the Planning Department in accordance with ICC 16.26.080. There were no concerns raised by the public.
6. The Planning Commission finds that the proposed amendments to Titles 16 and 17 are exempt from threshold determination and EIS requirements under WAC 197-11-800(19) as procedural actions.
7. The Planning Commission conducted a public workshop regarding the proposed amendments on February 22, 2016 and a public hearing on March 14, 2016. There were no public comments in opposition to the proposed amendments.
8. The Planning Commission finds that the proposed amendments to chapters 16.06, 16.13, and 17.03 of Island County Code will enhance regulatory consistency, clarify the intent and meaning of the regulations, and reduce the potential for errors.
9. The Planning Commission finds that the proposed amendments to chapters 16.06, 16.13, and 17.03 of the Island County Code will enhance the Code's internal consistency and that the proposed amendments are consistent with the Island County Comprehensive Plan.

Conclusion

The Island County Planning Commission has reviewed the proposed amendments to the development regulations in Titles 16 and 17 of Island County Code and recommends that the Board of Island County Commissioners adopt the proposed amendments.

Respectfully submitted through the Island County Planning Department to the Board of Island County Commissioners, pursuant to RCW 36.70.430, this 3 day of 28, 2016 by,



Dean Enell,
Chair, Island County Planning Commission

Attachments:

Exhibit "A" – Amendments to the Titles 16 and 17 of Island County Code