

June 11, 2020

**Via E-mail Only:** jcoleman@ci.sedro-woolley.wa.us; kweir@ci.sedro-woolley.wa.us

**City of Sedro-Woolley Hearing Examiner**

325 Metcalf Street  
Sedro-Woolley, WA 98284  
Attn: John Coleman and Katherine Weir, Planning Department

Re: CUP-2019-362, Skagit County Stabilization Campus  
Response to City of Sedro-Woolley Planning Department Staff Report

Dear Hearing Examiner, Mr. Coleman, and Ms. Weir,

Pursuant to Hearing Examiner Rule 1.5.5, Skagit County submits the following Response to City of Sedro-Woolley Planning Department's Updated Staff Report transmitted on June 10, 2020. It is our understanding that the Planning Department will forward this document directly to the Hearing Examiner. Skagit County greatly appreciates the City's work on this project, its flexibility in rescheduling the hearing to June 18, 2020, and hosting of a remote public hearing. This essential public facility is critical to providing mental health services in the community.

With respect to Staff's recommendations for permit conditions to CUP-2019-362 (as noted on pages 9 and 10 of the Updated Staff Report), Skagit County provides the following responses:

**Staff Recommended Permit Condition #2:**

*"Sedro-Woolley Police and Fire shall not act as enforcement or treatment for patients. Facility must be staffed to support the level of care necessary for all patients accepted at the facility without reliance on the Sedro-Woolley Police or Fire Department for support or services other than those generally provided to all citizens (i.e., emergency calls). Facility must provide a staffing and level of services plan to the city for review and approval annually, no later than December 1st for the following year."*

**Staff Recommended Permit Condition #3:**

*"There shall be a written plan to address transportation for both new patients and released patients so as to prevent patients from simply walking in and out the front doors. This plan and any future changes to this plan must be approved by the Sedro-Woolley Police Department."*

**Skagit County Response to Staff Recommended Permit Condition #2 and #3:**

Skagit County shares the City's concerns regarding staff and patient safety and security of the facility. Skagit County understands that the City's concerns may be the result of a few incidents over the past couple of years at a nearby facility. With respect to the nearby Evaluation & Treatment (E&T) facility operated by Telecare, it

CUP-2019-362, Skagit County Stabilization Campus  
Response to City of Sedro-Woolley Planning Department Staff Report  
June 11, 2020

is our understanding that the facility makes every effort to manage its patients clinically as noted in the attached brochure. While the operator of the proposed facility has not yet been selected, the operator will be licensed by the Washington Department of Health, which regulates the treatment, safety, and security requirements of the facility and staff training to provide the necessary level of care for its patients. See WAC 246-341. These types of facilities may still require emergency services on occasion. Skagit County agrees that the facility should only utilize local police and fire in case of an emergency.

Skagit County respectfully requests the Hearing Examiner reconsider staff recommended permit conditions #2 and #3 since it is unclear why an additional level of review is necessary and what criteria the City would utilize in its annual review of a staffing and level of services plan and transportation plan. The Washington Department of Health has specialized knowledge of how to regulate these types of facilities, and this state licensing process should be sufficient to protect public health and safety.

Furthermore, Skagit County is concerned that additional local requirements may impact its ability to operate an essential public facility. The uncertainty surrounding this additional local review may unintentionally deter a future potential operator from contracting with the County to operate this facility. An additional level of local review after local permits have been issued appears unusual, especially without any criteria for such review. This type of review could also create financial uncertainty for both the operator and Skagit County. Since this facility is grant-funded by the State, if Skagit County does not find a suitable operator or that operation is interrupted, Skagit County could be financially liable to re-pay millions in construction funds. See the attached grant agreements. While Skagit County understands the City's concerns surrounding the facility operations, these concerns can be addressed through the ongoing exchange of information and collaboration with the facility operator and Skagit County, without the need for any additional review process.

In the alternative, Skagit County requests that staff recommended permit conditions #2 and #3 be replaced with the following language:

**Prior to building occupancy approval, Skagit County shall submit a facility operations plan to the City, which shall address staff and patient safety and security measures, the use of local emergency services, and patient transportation. Skagit County, the facility operator, and the City of Sedro-Woolley will work in good faith to address any facility operation concerns as they arise.**

In order for this facility to be successful, Skagit County, the future facility operator, and the City must work together to address the communities' needs and concerns. We hope that the parties can foster a collaborative working relationship with frequent communication and information sharing to problem solve any concerns without the need for an additional review process.

Finally, with respect to patient transportation concerns, the facility operations plan encompasses these arrangements. Transportation is pre-arranged by the facility operator for each patient pursuant to an approved discharge plan. Patients are not allowed to walk in and out of the front doors of the facility. For example, please find the enclosed operational characteristic documents for other facilities in Western Washington, which include these types of transportation plan details.

Staff Recommended Permit Condition #5:

*“There shall be no co-located housing on this property.”*

Skagit County Response to Staff Recommended Permit Condition #5:

Skagit County respectfully requests this permit condition be removed. The County’s conditional use permit application did not include any co-located housing, and there are currently no plans to include co-located housing as a part of this facility. However, City code currently permits residential units above the first story of a commercial building in the Mixed Commercial Zone pursuant to SWMC 17.20.010(A)(2). Accordingly, Skagit County does not want to preclude future options permitted under City code. Skagit County understands that any future proposals regarding this property would require formal City review and approval. Therefore, Skagit County requests that this permit condition be removed at this time. A permit condition relating to co-located housing should only be considered if and when an application is submitted to the City for co-located housing at this property.

Thank you again for your time and consideration of Skagit County’s comments. We look forward to discussing the project further at the June 18, 2020 public hearing. In the meantime, please do not hesitate to contact us with any additional questions in advance of the public hearing.

Sincerely,



Christine Phillips  
BCRA Senior Associate

Enclosures:

1. Telecare (North Sound Evaluation & Treatment) Brochure
2. Skagit County Grant Agreements (Contract 20190223 & 20190577)
3. King County and Pierce County Operational Characteristics



# North Sound E&T

## Evaluation & Treatment Program



### Meeting a Vital Community Need in Skagit County

One in four adults is diagnosed with a mental illness in the United States. These individuals are **our family members, our friends, our colleagues, and our neighbors**. Without proper treatment, the severity of symptoms can increase, making it necessary for them to receive treatment in a mental health facility.

When appropriate inpatient facilities are not available, individuals experiencing a mental health crisis are often **involuntarily detained and forced to wait for treatment** in hospital emergency departments. This practice is known as “psychiatric boarding.” It has become a more prominent practice in recent years as there are not enough beds across the state yet. For people who desperately need services, psychiatric boarding can be physically and emotionally difficult.

The **North Sound Evaluation & Treatment (E&T)** program was created to provide people access to acute inpatient mental health care closer to home. The North Sound E&T incorporates an innovative recovery-oriented approach to helping people with severe mental health concerns recover in an environment that is warm, welcoming, and designed to support recovery.

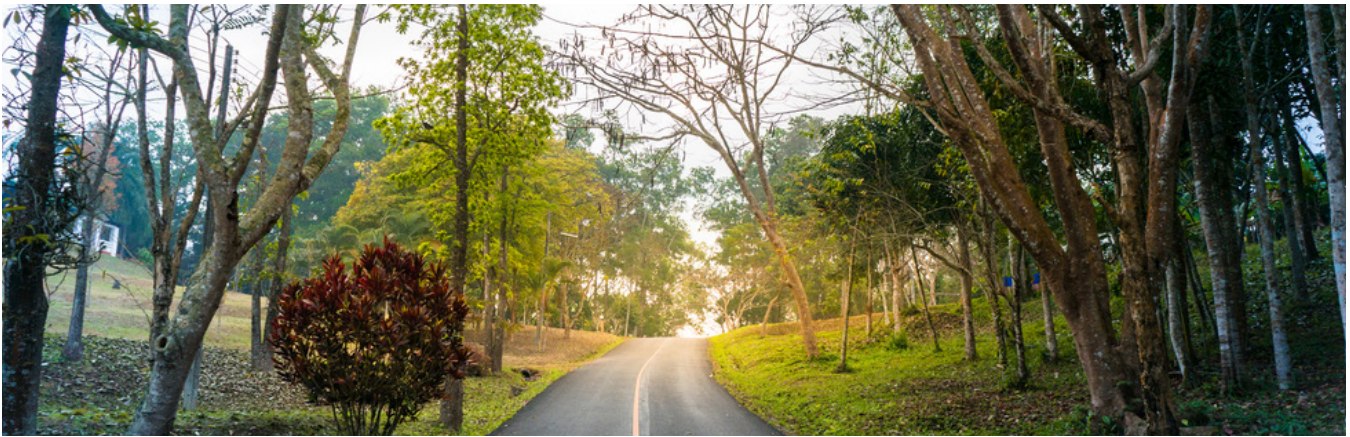
### About the Program

The North Sound E&T is a 16-bed program that provides inpatient mental health services to adults ages 18 and older who are experiencing acute psychiatric symptoms and require a secure environment and 24-hour support in order to stabilize symptoms and prepare to return home, or, to lower levels of care as appropriate.

Services at North Sound E&T includes:

- Comprehensive evaluation and risk assessment, covering mental health and substance abuse
- Psychiatric assessment and treatment
- Peer support and networking
- Social and recreational activities
- Supportive counseling on group and individual basis
- Medication administration and management
- Discharge coordination for return to home and community-based programs

The program is under contract with North Sound Behavioral Health Organization, as well as Amerigroup, Community Health Plan of WA, Molina, Coordinated Care, and United Healthcare.



## Recovery-Focused Practices

- Our services are designed using Telecare’s Recovery-Centered Clinical System (RCCS). This system incorporates evidence-based practices and innovative design components, and emphasizes choice-making skills, harm-reduction techniques and strives to awaken the hopes and dreams of the individual.
- Staff work with clients in building independence and self-responsibility in order to foster their recovery and successfully transition them back to lower levels of care.

## Staffing

- Services are provided by or under the direction of licensed psychiatrists, trained mental health nurses, and mental health professionals.
- Certified Peer Support Specialists are on staff and provide a living example of hope and recovery.

## Family Engagement

- With the consent of the individual served, family and significant others are also included in treatment and discharge planning.

## Integration of Care

- Telecare ensures channels of communication and service coordination strategies are established between the E&T facility and other community resources, as well as the Consumer Warm Line, inpatient and outpatient community providers, law enforcement, hospital emergency departments, county courts, and other allied service providers.

## Relationship with Police & ERs

- At the E&T, we make every effort to manage mental health-related incidents clinically and avoid having police presence within the client areas of our E&T.
- If police presence is necessary, they utilize a protocol for responding to secure mental health facilities—this means that more than one officer will respond to the call.
- If we call 911 for a medical reason and the issue meets certain criteria as identified at emergency dispatch, emergency protocol includes having police respond along with medical personnel. In these situations, police will enter the facility.

## Client Admission Requirements

- Adults ages 18 and older diagnosed with a serious mental illness who reside primarily in the North Sound Region of Washington.
- Referrals can come from any designated crisis responder within the state of Washington.

## Facility Security

- While we strive to create a recovery-oriented environment and take a partnership-based approach to care, we also take steps to ensure the facility is secure. Telecare’s acute inpatient facilities are designed with secure locks on all doors and windows.
- The client recreation area is secured with a high fence specifically designed for anti-climbing.



# Telecare's Acute Inpatient Program Services

## Overview: Acute Services

Telecare's acute programs—including Evaluation and Treatment (E&T) Centers in Washington and Psychiatric Health Facilities (PHF) in California—provide a safe, therapeutic, short-term secure inpatient environment for people experiencing a mental health emergency. Acute inpatient programs can include both voluntary and involuntary components.

## Program Services

Acute programs are staffed by multi-disciplinary teams providing assessments, medication services, discharge planning, and support to help people reduce their acute psychiatric symptoms and prepare them to return to the community or lower levels of care. Along with being licensed by the state, a number of Telecare's inpatient acute facilities are Joint Commission accredited and Medicare certified.

Teams include administrative and clinical staff, including psychiatrists, registered nurses, licensed clinicians, certified peer specialists, and social workers who provide wrap-around support 24-hours a day for the individuals they serve. Specific therapies and activities are incorporated into individual treatment plans based on the needs of clients and their families. Services at Telecare's acute programs include, but are not limited to:

- Comprehensive evaluation and risk assessment, covering mental health and substance abuse
- Psychiatric assessment and treatment
- Peer support and community group meetings
- Social and recreational activities
- Supportive counseling on a group and individual basis
- Medication administration and management
- Discharge planning, including linkage with community supports and services

## Population Served

- Adults with serious mental illness, ages 18 and above.
- Individuals must meet involuntary treatment criteria: individuals may be gravely disabled and unable to provide for their basic needs, or, may be a danger to themselves or others.
- Co-occurring alcohol and/or substance use issues are commonly present.

## Recovery Model

Telecare’s Recovery Centered Clinical System (RCCS) is at the foundation of all Telecare services. The RCCS is a comprehensive wellness and resilience approach that focuses on transforming the treatment environment, program culture, and interpersonal interactions with the goal of awakening hope and enlivening recovery. The RCCS is a framework to inspire individuals to identify their unique hopes and dreams and make choices that move them toward those hopes and dreams. The RCCS increases staff awareness of interpersonal relationships, attitudes, and behaviors to create an environment where people can take steps forward in their recovery.

## Program Culture

The program culture in acute settings is very important for the people served. Culture is one of the most significant components of the RCCS. It addresses losses brought on by years of living in and being served in systems that have often focused on control and exerting “power over” people to ensure their safety and wellbeing. The goal of creating a recovery culture is to create increased awareness and behaviors that reverse the loss of power, motivation, individual uniqueness, and respect and dignity—what we call the “five awarenesses.” Specifically, the RCCS culture emphasizes:

- **Power Awareness:** Using partnership rather than control-oriented power
- **Non-Judgment:** Creating an environment that is supportive versus judgmental
- **Individual Uniqueness:** Avoiding labeling, while recognizing and valuing the uniqueness of others
- **Motivational Awareness:** Understanding each person’s internal motivations and readiness for change
- **Respect and Dignity:** Conveying respect and providing a welcoming environment in all aspects of a program

Using these five RCCS awarenesses, we are able to foster trusting, supportive, interpersonal relationships, including those that are staff-to-client and staff-to-staff. Staff and leaders are systematically trained on how to identify, implement, and measure current program culture.



# Telecare at a Glance

## Serving People With Serious Mental Illness & Complex Needs Since 1965

### About Telecare

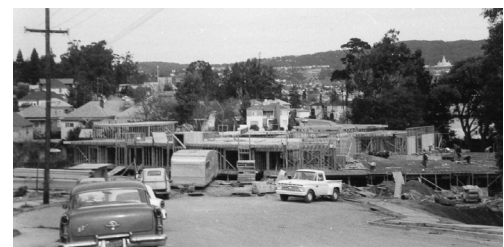
Telecare is a family- and employee-owned company founded in 1965 by Art Gladman, a psychiatrist, Lida Hahn, a psychiatric nurse, and Morton Bakar, a businessman—three individuals who were committed to a belief in the rehabilitation potential of people with serious mental illness.

Our founders believed that clients could achieve better results when they received services that were individualized, focused, and provided in a more home-like setting. They placed the client at the center of the organization and created a culture where employees and clients were supported in reaching their full potential.

Our mission is to deliver excellent and effective behavioral health services that engage individuals with complex needs in recovering their health, hopes and dreams.



Anne Bakar, President and CEO of Telecare Corporation



The 1965 construction of Everett A. Gladman Memorial Hospital in Oakland, CA. Today, the site is home to both Gladman MHRC and Heritage PHF.

### Our Programs



#### Community-Based

Case Management  
Early Intervention  
ACT/FSP



#### Acute

Short-Term  
Inpatient



#### Crisis

23-Hour Crisis  
Stabilization  
Urgent Care Walk-In  
Crisis Residential



#### Sub-Acute

Longer-Term  
Inpatient  
Skilled Nursing



#### Residential

Transitional  
Longer-Term

### Telecare Addresses...

- Serious Mental Illness (SMI)
- Developmental Disorders & Co-Occurring Mental Illness
- Criminal Justice Involvement
- Older Adults experiencing SMI
- Transitional-Aged Youth/Adolescent
- SMI & Co-Occurring Substance Use Disorders

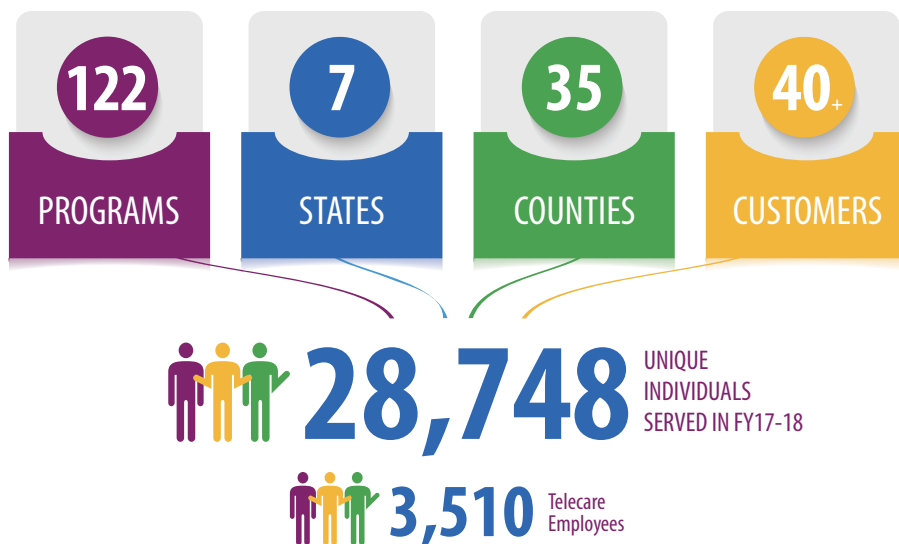


## Making a Difference

“I believe that Telecare is an ideal place for people who are recovering from mental illness and addictions. It has helped me find my identity and medications, goals, and has made me feel like I belong.”

— Member, Orange County STEPS

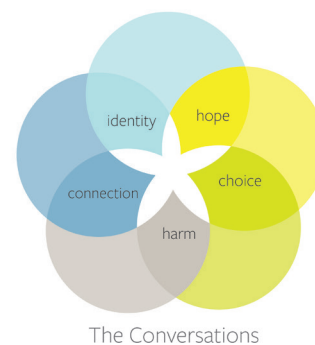
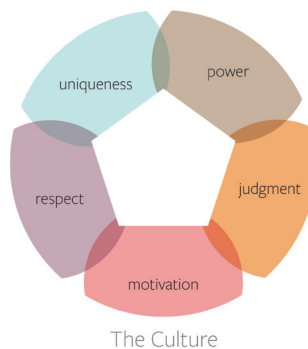
To hear more from our staff and members on how Telecare has impacted those we serve, visit:  
<http://www.telecarecorp.com/recovery-stories/>



## Our Services

### Recovery-Oriented

- Recovery-Centered Clinical System: RCCS has been developed and refined over the last 16 years based on learning from programs to continually improve its effectiveness.
- Recovery-Focused Programs: Interventions support the individual’s own journey of recovery.



### Innovation-Oriented

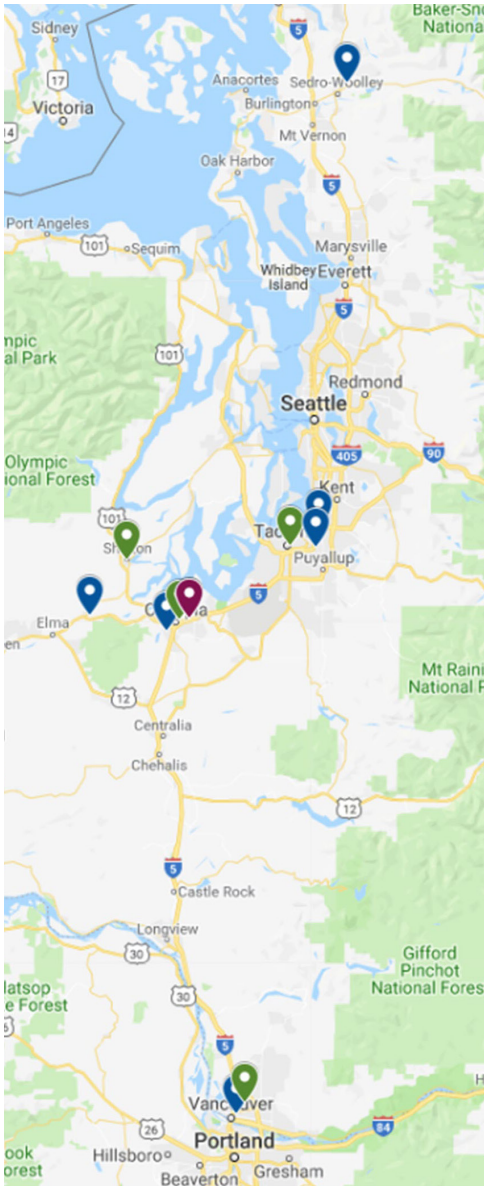
- Shared Decision Making
- CommonGround—Pat Deegan
- WRAP—Wellness Recovery Action Plan
- Early Intervention for Psychosis
- Care Coordination
- Evidence-Based and Promising Practices
- Motivational Interviewing, Stages of Change, SBIRT

## Learn More About Telecare

Please visit [www.telecarecorp.com](http://www.telecarecorp.com) to explore our current programs, initiatives, current news, and more.



# Telecare's Washington State Programs



**TELECARE COMMUNITY ALTERNATIVES TEAM:**  
**MOBILE OUTREACH (MOT)**  
**TRANSITIONAL CASE MGMT**  
 Community-Based ACT, Case Management  
 Capacity TBD  
 Funded by: Optum BHO

**TELECARE MASON COUNTY MOBILE OUTREACH (MOT) & INTENSIVE CASE MANAGEMENT (ICM) TEAM**  
 Community-Based ACT, Case Management  
 Mobile team: 20-30 responses per month  
 ICM team: 20 members  
 Funded by: Thurston Mason BHO

**TELECARE THURSTON COUNTY MOBILE OUTREACH (MOT) & INTENSIVE CASE MANAGEMENT (ICM) TEAM**  
 Community-Based ACT, Case Management  
 Mobile team: 20-30 responses per month  
 ICM team: 20 members  
 Funded by: Thurston Mason BHO

**TRANSITION CASE MANAGEMENT TEAM**  
 Community-Based, Case Management  
 30 members  
 Funded by: Molina, CHPW

**PEER BRIDGER NORTH SOUND**  
 Community-Based, Case Management  
 3 peer bridgers  
 Funded by: North Sound BHO

**PEER BRIDGER PIERCE COUNTY**  
 Community-Based, Case Management  
 3 peer bridgers  
 Funded by: Optum Health Services

**CLARK COUNTY E&T**  
 Acute Inpatient  
 11 beds  
 Funded by: Beacon, Molina, CHPW

**MARK REED E&T**  
**Opening Soon**  
 Acute Inpatient  
 16 beds  
 Funded by: Great Rivers BHO

**KING COUNTY E&T**  
 Acute Inpatient  
 16 beds  
 Funded by: King County BHO

**NORTH SOUND E&T**  
 Acute Inpatient  
 16 beds  
 Funded by: North Sound BHO

**PIERCE COUNTY E&T**  
 Acute Inpatient  
 16 beds  
 Funded by: United Behavioral Health

**THURSTON MASON E&T**  
 Acute Inpatient  
 15 beds  
 Funded by: Thurston Mason BHO

**THURSTON MASON CRISIS TRIAGE**  
 Acute Inpatient  
 10 beds  
 Funded by: Thurston Mason BHO

**TRANSITIONAL DIVERSION PROGRAM**  
 Residential Treatment  
 10 beds  
 Funded by: Thurston Mason BHO

## About Telecare

3,510 employees  
 28,748 unique individuals served yearly  
 Located in 35 counties across the United States



COMMUNITY-BASED



ACUTE



CRISIS



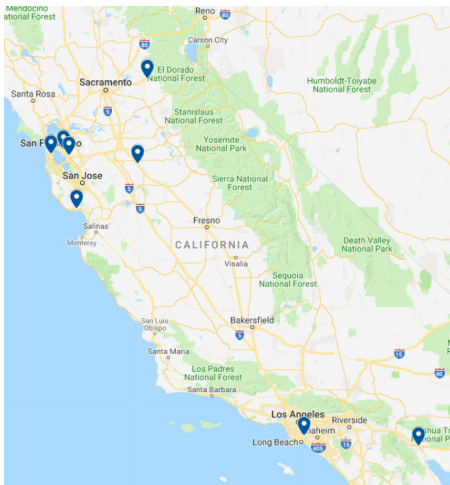
LONGER-TERM RECOVERY



RESIDENTIAL



# Telecare's Inpatient Acute Programs



## California

### EL DORADO COUNTY PHF

Acute Inpatient  
16 beds  
Funded by: El Dorado County

### HERITAGE PHF

Acute Inpatient  
26 beds  
Funded by: Kaiser Health Service

### HORIZON VIEW MHRC

Sub-Acute  
16 beds  
Funded by: Ventura County Behavioral Health

### LA CASA PHF

Acute Inpatient  
16 beds  
Funded by: Los Angeles County

### RIVERSIDE COUNTY PHF

Acute Inpatient  
16 beds  
Funded by: Riverside County

### SANTA CRUZ COUNTY PHF

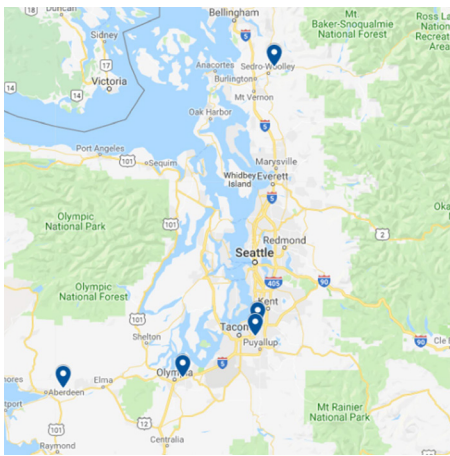
Acute Inpatient  
16 beds  
Funded by: Santa Cruz County

### STANISLAUS PHF

Acute Inpatient  
16 beds  
Funded by: Stanislaus County

### WILLOW ROCK

Acute Inpatient for Youth, 12-17  
16 beds  
Funded by: Alameda County & Kaiser Health Service



## Washington

### CLARK COUNTY E&T

Acute Inpatient  
11 beds  
Funded by: Beacon, Molina, CHPW

### MCCLEARY E&T

Opening Soon  
Acute Inpatient  
16 beds  
Funded by: Great Rivers BHO

### KING COUNTY E&T

Acute Inpatient  
16 beds  
Funded by: King County BHO

### NORTH SOUND E&T

Acute Inpatient  
16 beds  
Funded by: North Sound BHO

### THURSTON MASON E&T

Acute Inpatient  
15 beds  
Funded by: Thurston Mason BHO

### PIERCE COUNTY E&T

Acute Inpatient  
16 beds  
Funded by: United Behavioral Health



## Oregon

### MULTNOMAH CATC

Acute  
16 beds  
Funded by: Multnomah County

## About Telecare

3,510 employees  
28,748 unique individuals served yearly  
Located in 35 counties across the United States



COMMUNITY-BASED



ACUTE



CRISIS



LONGER-TERM RECOVERY



RESIDENTIAL



# Washington Program Roundup

## An Overview of Telecare Programs Serving the State of Washington

Telecare currently partners with state and county agencies in Washington to operate an array of mental health programs covering a wide range of services. Our current program roster is included below.

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### Evaluation and Treatment (E&T) Centers

Telecare oversees multiple Evaluation and Treatment (E&T) centers in Washington. These recovery-oriented programs are designed to provide mental health services to adults ages 18 and older who are experiencing acute psychiatric symptoms. The E&Ts provide 24-hour support, psychological assessments, assistance with symptom reduction, medication services, and discharge planning with the goal of preparing individuals to return home or to lower levels of care as appropriate.

**CLARK COUNTY E&T | CLARK COUNTY.** Opened in 2010, the Clark County E&T center is an 11-bed facility, providing both voluntary and involuntary inpatient evaluation and treatment to individuals who are experiencing acute psychiatric distress. These individuals may also need acute detoxification from substances. The program's goal is to support people in stabilizing their symptoms so that they may quickly return home to the community.

**NORTH SOUND E&T | SKAGIT COUNTY.** Opened in 2015, the North Sound E&T center is a 16-bed facility, providing both voluntary and involuntary inpatient evaluation and treatment to individuals who are experiencing acute distress or an exacerbation of a chronic mental illness based in a non-hospital setting. The program is operational 24 hours a day, 7 days a week, and offers a therapeutic milieu. Individuals with mental illness who are detained under State of Washington Involuntary Treatment Act can be admitted.

**THURSTON MASON E&T | THURSTON COUNTY.** Opened in 2017, the Thurston Mason Evaluation E&T center is a 15-bed program designed to serve adults, voluntary and involuntary, with acute mental health symptoms. The E&T is co-located with the Thurston Mason Transitional Diversion Program, and the E&T provides clients with high-level, individualized mental health services from healthcare professionals who are experienced in emergency and acute psychiatric care.

**KING COUNTY E&T | KING COUNTY.** Opened in 2017, the King County E&T center is a 16-bed program that provides involuntary inpatient mental health services to adults who are experiencing acute psychiatric symptoms and require a secure environment and 24-hour support in order to stabilize symptoms and prepare to return home or to lower levels of care as appropriate.

**MARK REED E&T | LEWIS COUNTY.** Opening in 2019, the Mark Reed E&T center will be a 16-bed program that will provide inpatient mental health services in the Great Rivers region to individuals who are experiencing a severe mental health crisis and would otherwise meet hospital admission criteria.

**PIERCE COUNTY E&T | PIERCE COUNTY.** Opened in 2015 and then reopened in 2019, the Pierce County E&T center is a 16-bed program that incorporates an innovative recovery-oriented approach to helping people with severe mental health concerns. The E&T provides inpatient mental health services to adults who are experiencing acute psychiatric symptoms, and require a secure environment and 24-hour support in order to stabilize symptoms and prepare to return home, or, to lower levels of care as appropriate.

## Crisis Assessment and Treatment

These programs offer immediate individualized assistance and a compassionate presence to stabilize symptoms, avoid the need for higher levels of care, and receive appropriate referrals to community-based resources. Services are delivered on a voluntary or involuntary basis. These programs offer screenings, medication adjustment and psychiatric services, peer support, and recovery specialist services.

**THURSTON MASON CRISIS TRIAGE | THURSTON COUNTY.** Opened in 2016, the Thurston Mason Crisis Triage is a 10-bed facility that provides involuntary and voluntary mental health evaluation and treatment to divert individuals with an acute behavioral health diagnosis from local county and city jails and local hospital emergency rooms. Evaluations for involuntary behavioral health treatment are provided on-site and in the jail by Designated Mental Health Professionals (DMHPs). Program services include crisis treatment, on-site medical screen and clearance evaluation, stabilization services, linkages to ongoing treatment services, and medication management.

## E&T Community Alternatives

In January 2018, Telecare established a new community-based program in Pierce County, WA that includes two new services housed at a single site. The goal of these programs is to reduce capacity strain in the three remaining Telecare E&Ts until the new Milton E&T opens in December 2018. They aim to address both the “front door” of hospital diversion as well as the “back door” of readmission reduction through support for successful care transitions. The **Mobile Crisis Team & Crisis Support Team** collaborates with Multicare’s Mobile Outreach Crisis Team (MOCT) and focuses on hospital diversion efforts in the emergency room, as well as assessment and support for single bed certification patients. The **Transitional Case Management (TCM) Team** serves individuals who have longer lengths of stay—more than 21 days—in an E&T, who could use additional support in their transition to outpatient services.

## Community-Based Programs

Telecare’s case management programs provide strength-based wraparound supports for individuals with mental illness with less intensity than the ACT/FSP level. Discharge teams provide time-limited case management for those leaving inpatient environments with the goal of preventing re-admission.

**PEER BRIDGER, NORTH SOUND | SKAGIT COUNTY.** Opened in 2017, the Peer Bridger Program in North Sound was developed to help people successfully transition from inpatient care at Western State Hospital to more independent, community-based living. The Peer Bridger program focuses on serving those who have had lengthy stays in state hospital settings or have had a history of multiple hospitalizations. The team of peer bridgers serve as role models, peer supports, mentors and advocates, while communicating hope and encouragement, helping people to establish their recovery goals, building practical life skills, and connecting with essential community linkages and natural supports. The program is staffed by three Certified Peer Specialists.

**PEER BRIDGER | PIERCE COUNTY.** Opened in 2017, the Peer Bridger Program in Pierce County was developed with the same goals, population focus, and clinical principles as the North Sound Peer Bridger above. Both programs strive to ensure that 80% of program participants will discharge out of Western State Hospital within 90 days of entry into the Peer Bridger program. The program is staffed by Certified Peer Specialists.

**TRANSITION CASE MANAGEMENT TEAM | CLARK COUNTY.** Opened in 2015, the Transitional Case Management (TCM) Team was developed as an expansion from Telecare's Clark County 11-bed Evaluation and Treatment (E&T) center. The TCM is the first program of its kind to operate out of an acute E&T, and serves clients living in Clark and Skamania counties in Southwest Washington. The TCM provides short-term (90 days or less), peer-based, intensive case management and crisis/hospital diversion services to persons recently discharged from the E&T. Staffing for the TCM includes a mental health professional, a chemical dependency professional, and peer recovery coaches.

**TELECARE THURSTON MASON MOBILE OUTREACH (MOT) AND INTENSIVE CASE MANAGEMENT (ICM) TEAMS | THURSTON AND MASON COUNTIES.** Opened in 2017, Telecare's Thurston Mason Mobile Outreach (MOT) and Intensive Case Management (ICM) Teams were developed to provide specialized, recovery-focused services to people with mental health and/or substance use issues. The intent of these programs is to help individuals during times of mental health- or substance use-related crisis, so they can regain stability, stay safe in the community, and prevent incarceration or unnecessary hospitalization.

**Mobile Outreach Essentials:** Provides support in the community for those experiencing a crisis related to mental illness and/or substance use; conducts services with first responders (police, EMS) on initial screening and triage; conducts on-site assessment, stabilization, and safety planning; and provides services in lieu of incarceration.

**Intensive Case Management Essentials:** Provides up to 90 days of case management for those who meet admission criteria; services may include assistance with Medicaid enrollment, connection with primary care provider, and housing; and assistance from Peer Recovery Coaches who can help facilitate connections to community supports.

## Residential Program

Telecare's residential program offers short-term residential support, medication services, and links to community services for adults ages 18 and older. This program provides individualized assistance and a compassionate presence to stabilize symptoms, avoid the need for higher levels of care, and create connections to appropriate community-based resources. It can also serve as a step down for those preparing to leave the hospital and return to the community.

**TRANSITIONAL DIVERSION PROGRAM | THURSTON COUNTY.** Opened in 2017, the Transitional Diversion Program in Olympia, WA is a 10-bed program that provides voluntary, short-term psychiatric treatment for adults in crisis, and also provides voluntary transitional care for adults who require a structured, therapeutic environment. The program is a short-term program for individuals who need crisis stabilization and serves as a step-down from the E&T, Western State Hospital, or other community inpatient settings.



# Department of Commerce

**Grant to:**

Skagit County

through

The 2017-2019 Community Behavioral Health Beds Program

Engrossed Substitute Senate Bill 6090, Section 1020,  
Chapter 2, Laws of 2018, Regular Session

And

Engrossed Substitute Senate Bill 6095, Section 1007, 2018 Regular Session

**For:**

North Sound Stabilization Campus - Sedro-Woolley

**Start date:**

Upon Final Signature

|  |   |
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| Face Sheet .....   | 1 |
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Attachment A - Scope of Work

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**FACE SHEET**

Grant Number: 18-96617-008

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

|  |  |   |                                 |
|--|--|---|---------------------------------|
| <b>1. GRANTEE</b><br><br>Skagit County<br>1800 Continental Place<br>Sedro Woolley, Washington 98273  |  | <b>2. GRANTEE Doing Business As (optional)</b><br><br>_____<br>_____  |                                 |
| <b>3. GRANTEE Representative</b><br><br>Dan Fitting<br>Director of Facilities Management<br>360.416.1176<br><br>danf@co.skagit.wa.us   |  | <b>4. COMMERCE Representative</b><br><br>Pat Gibbon<br>Project Manager<br>(360) 725-3023<br>patricia.gibbon@commerce.wa.gov <div style="float: right; text-align: right;">                     P.O. Box 42525<br/>                     1011 Plum Street SE<br/>                     Olympia, WA 98504-2525                 </div>   |                                 |
| <b>5. Grant Amount</b><br>\$1,503,500.00   | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>Upon Final Signature  | <b>8. End Date</b><br>6/30/2021 |
| <b>9. Federal Funds (as applicable)</b><br>N/A   | <b>Federal Agency</b><br>N/A   | <b>CFDA Number</b><br>N/A   |                                 |
| <b>10. Tax ID #</b><br>_____   | <b>11. SWV #</b><br>0000323-08   | <b>12. UBI #</b><br>_____   | <b>13. DUNS #</b><br>N/A        |
| <b>14. Grant Purpose</b><br><br>The outcome of this performance-based contract is to as referenced in Attachment A – Scope of Work, in accordance with the 2017-2019 Behavioral Health Community Capacity appropriations, Engrossed Substitute Senate Bill 6090, Section 1020 Chapter 2, Laws of 2018, and Engrossed Substitute Senate Bill 6095, Section 1007, 2018.<br><br>COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages. |  |   |                                 |
| <b>FOR GRANTEE</b><br><br><p align="center"><b>See attached signature page</b></p> _____<br>Lisa Janicki, Ron Wesen, Ken Dahlstedt County Commissioners<br><br>_____<br>Date   |  | <b>FOR COMMERCE</b><br><br><div style="text-align: center;"> <br/>                 _____<br/>                 Mark K. Barkley, Assistant Director<br/>                 Local Government Division<br/><br/> <div style="text-align: center;"> <br/>                 _____<br/>                 Date                 </div> </div> <p align="center"><b>APPROVED AS TO FORM ONLY</b></p> _____<br>August 14, 2018<br>Sandra C. Adix, Assistant Attorney General |                                 |

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between Skagit County (a Washington county) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature made an appropriation in

Engrossed Substitute Senate Bill 6090, Laws of 2018, Chapter 2, Section 1020, 65<sup>th</sup> Legislature and Engrossed Substitute Senate Bill 6095, Section 1007, and a reappropriation in Engrossed Substitute Senate Bill 5965, Laws of 2017 and Laws of 2016 and Laws of 2013, Third Special Session, Section 1043 and Section 1032 and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed **\$1,503,500.00** for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and for profit businesses that involve the expenditure of \$ \$500,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
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**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for work beginning on or after July 1, 2017. Eligible project expenditures are in the following cost categories:

- A. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Information technology infrastructure; and
  - Landscaping.
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Equipment costs associated with establishment of facilities

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for 100% of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**9. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**10. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**11. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A.** The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section, provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

**14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

**15. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**16. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.



**SPECIAL TERMS AND CONDITIONS  
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STATE FUNDS**

**17. HISTORICAL AND CULTURAL ARTIFACTS**

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

**18. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**19. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate subcontract with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

GRANTEE's are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A. "Confidential Information" as used in this section includes:**

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;

**GENERAL TERMS AND CONDITIONS  
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2. All material produced by the GRANTEE that is designated as “confidential” by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this Grant.

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

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For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

**13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**14. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**15. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the

**GENERAL TERMS AND CONDITIONS  
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performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**18. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**19. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

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**20. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**23. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**24. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

**GENERAL TERMS AND CONDITIONS  
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No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**26. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**27. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.



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**31. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**32. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**33. SUBGRANTING/SUBCONTRACTING**

- A. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

- B. Data Collection - Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**36. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the

**GENERAL TERMS AND CONDITIONS  
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alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

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6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any AGENCY property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**40. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by the Authorized Representative of COMMERCE.

**Scope of Work**

This direct appropriation is for feasibility and various stages of design of facilities for the Stabilization Campus in Sedro Woolley. Phase 1 includes full design of a 16-bed evaluation and treatment facility; feasibility and preliminary design of a secure detox facility; and all civil work associated with a comprehensive campus layout and access. This layout will incorporate a proposed additional secure facility, the specifics of which will be determined at a later date.

For all direct appropriations, the scope of work has been approved by the Legislature.

The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

**See attached signature page**

GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Budget

| Line Item  | Amount                |
|--|-----------------------|
| Architecture, Project Management, and Engineering Services | \$1,503,500.00        |
|  |                       |
|  |                       |
|  |                       |
|  |                       |
|  |                       |
| <b>Total Contracted Amount:</b>                            | <b>\$1,503,500.00</b> |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

See attached signature page  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Availability of Funds to Complete the Project**

| Non-State Funds                          | Amount         | Total                 |
|--|----------------|-----------------------|
|  |                |                       |
|  |                |                       |
|  |                |                       |
|  |                |                       |
|  |                |                       |
|  |                |                       |
| <b>Total Non-State Funds</b>             |                | \$0.00                |
| <b>State Funds</b>                       |                |                       |
| State Capital Budget                     | \$1,503,500.00 | \$1,503,500.00        |
| <b>Total Non-State and State Sources</b> |                | <b>\$1,503,500.00</b> |

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

**See attached signature page**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as July 1, 2015, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

See attached signature page  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DATED this 3 day of June, 2019.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Lisa Janicki, Chair

  
\_\_\_\_\_  
Ron Wesen, Commissioner


  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

  
\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:


 5-29-19  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

 (5/29/19)  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

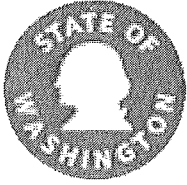
Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director





# Department of Commerce

**Grant to:**

Skagit County

through

The 2019-2021 Community Behavioral Health Beds Program

Substitute House Bill 1102, Sections 1041 and 1028, Laws of 2019, Chapter 413,  
66<sup>th</sup> Legislature  
2019 Regular Session

**For:**

Skagit County - Sedro-Woolley North Sound Evaluation & Treatment Center

**Start date:**

Upon Final Signature

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# FACE SHEET

Grant Number: 20-96625-019

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

|   |  |  |                                 |  |
|---|--|--|---------------------------------|--|
| <b>1. GRANTEE</b><br><br>Skagit County<br>1730 Continental Place<br>Mount Vernon, Washington 98273  |  | <b>2. GRANTEE Doing Business As (optional)</b>   |                                 |  |
| <b>3. GRANTEE Representative</b><br><br>Ken Hanson<br>Facilities Manager<br>360.416.1179<br><br>khansen@co.skagit.wa.us   |  | <b>4. COMMERCE Representative</b><br><br>Pat Gibbon<br>Project Manager<br>(360) 725-3023<br>patricia.gibbon@commerce.wa.gov<br><br>P.O. Box 42525<br>1011 Plum Street SE<br>Olympia, WA 98504-2525   |                                 |  |
| <b>5. Grant Amount</b><br>\$6,550,000.00  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>Upon Final Signature   | <b>8. End Date</b><br>6/30/2023 |  |
| <b>9. Federal Funds (as applicable)</b><br>N/A  | <b>Federal Agency</b><br>N/A   | <b>CFDA Number</b><br>N/A  |                                 |  |
| <b>10. Tax ID #</b><br>91-6001361   | <b>11. SWV #</b><br>0000323-08   | <b>12. UBI #</b><br>297-003-487  | <b>13. DUNS #</b><br>N/A        |  |
| <b>14. Grant Purpose</b><br>The outcome of this performance-based contract is to develop a 16-bed Evaluation & Treatment facility as reference in Attachment A – Scope of Work, in accordance with the Substitute House Bill 1102, Sections 1041 and 1028, Laws of 2019, Chapter 413, 66th Legislature, 2019 Regular Session  |  |  |                                 |  |
| COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages. |  |  |                                 |  |
| <b>FOR GRANTEE</b><br><br><div style="text-align: center; font-size: 1.2em; font-weight: bold;">See attached signature page</div> <hr/> Lisa Janicki, County Commissioner<br><br><hr/> Date   |  | <b>FOR COMMERCE</b><br><br><div style="text-align: center;"> <br/> <hr/>                     Mark K. Barkley, Assistant Director<br/>                     Local Government Division<br/><br/> <div style="text-align: center; font-size: 1.2em;">1/27/2020</div> <hr/>                     Date                 </div><br><div style="text-align: center;"> <b>APPROVED AS TO FORM ONLY</b><br/>                     09/30/2019<br/> <hr/>                     Sandra C. Adix, Assistant Attorney General                 </div> |                                 |  |

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between Skagit County (a local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature made an appropriation in

Substitute House Bill 1102, Laws of 2019, Chapter 413, Section 1041, 66<sup>th</sup> Legislature, 2019 Regular Session, and a reappropriation in Substitute House Bill 1102, Laws of 2019, Chapter 413, Section 1028, 66<sup>th</sup> Legislature, 2019 Regular Session directed COMMERCE to administer those funds;

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed **\$6,550,000.00** for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS  
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- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and for profit businesses that involve the expenditure of \$ \$500,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of fifteen (15) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

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**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for work going forward from the date this contract was executed. Commerce may also consider looking back two years from the date this contract was executed as long as the work requesting reimbursement falls into eligible expenditures. Eligible project expenditures are in the following cost categories:

- A. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Information technology infrastructure; and
  - Landscaping.
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Equipment costs associated with establishment of facilities
- E. Acquisition of a facility or land and costs directly associated with such purchase, as long as the the project results in increased capacity;

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for 100% of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.



**SPECIAL TERMS AND CONDITIONS  
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Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**9. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B.** Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors

**SPECIAL TERMS AND CONDITIONS  
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pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**10. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**11. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**SPECIAL TERMS AND CONDITIONS  
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**13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least fifteen (15) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section, provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

**14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least fifteen (15) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

**15. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**16. SIGNAGE, MARKERS AND PUBLICATIONS**

**SPECIAL TERMS AND CONDITIONS  
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If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**17. HISTORICAL AND CULTURAL ARTIFACTS**

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

**18. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2021 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**19. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate subcontract with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
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**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

GRANTEE's are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;

**GENERAL TERMS AND CONDITIONS  
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2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

**13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**14. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**15. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the



**GENERAL TERMS AND CONDITIONS  
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performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**18. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**19. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

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**20. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**23. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**24. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**26. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**27. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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**31. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**32. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**33. SUBGRANTING/SUBCONTRACTING**

A. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

B. Data Collection - Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**36. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the

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alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

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6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any AGENCY property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**40. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by the Authorized Representative of COMMERCE.

**Scope of Work**

Constructing a new 16-bed evaluation and treatment center in Sedro Woolley.

For all direct appropriations, the scope of work has been approved by the Legislature.

The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

**See attached signature page**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## Budget

| Line Item                       | Amount                 |
|---------------------------------|------------------------|
| Architecture & Engineering      | \$1,503,500.00         |
| Site Acquisition                | \$400,726.00           |
| Construction                    | \$7,948,845.00         |
| Construction Management         | \$225,000.00           |
| WA State Sales Tax              | \$675,652.00           |
| Other -FFE                      | \$281,633.00           |
| <b>Total Contracted Amount:</b> | <b>\$11,035,356.00</b> |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**See attached signature page**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**Certification of the Availability of Funds to Complete the Project**

| <b>Non-State Funds</b>                   | <b>Amount</b>         | <b>Total</b>            |
|--|-----------------------|-------------------------|
| North Sound Behavioral Health            | \$2,581,130.00        |                         |
| Skagit County - Site Acquisition         | \$400,726.00          |                         |
|  |                       |                         |
|  |                       |                         |
| <b>Total Non-State Funds</b>             | <b>\$2,981,856.00</b> | <b>\$2,981,856.00</b>   |
|  |                       |                         |
| <b>State Funds</b>                       |                       |                         |
| 2017-2019 State Capital Budget           | \$1,503,500.00        | \$1,503,500.00          |
| 2019-2021 State Capital Budget           | \$6,550,000.00        | \$6,550,000.00          |
|  |                       | <b>\$11,035,356.000</b> |
| <b>Total Non-State and State Sources</b> |                       |                         |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

**See attached signature page**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, , including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

**See attached signature page**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE


\_\_\_\_\_  
DATE

DATED this 16 day of December, 2019.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Lisa Janicki, Chair

  
\_\_\_\_\_  
Ron Wesen, Commissioner

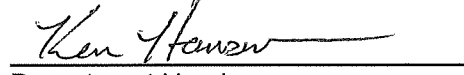
  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

  
\_\_\_\_\_  
Clerk of the Board

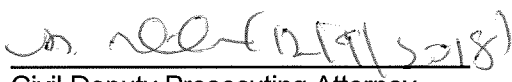
For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director



## Telecare King County Operational Characteristics

### Overview

Telecare-King County E&T will provide a 16 bed facility with Evaluation and Treatment (E&T) services exclusively for individuals within the boundaries of King County. The proposed site for this service will be located at 33500 13<sup>th</sup> PI S, Federal Way, WA 98003.

The individuals requiring services will be experiencing a mental health crisis, with an exacerbation of their mental health issues, concerns and/or symptoms that require the supports of a short-term inpatient stay. Typical lengths of stay will vary from 3 to 14 days. The purpose is to stabilize the individual's life and mental health issues in order for that person to be returned to the least restrictive living environment and to avoid involuntary hospitalization and/or incarceration.

Services are tailored to accommodate an individual's immediate needs and level of emotional distress and discomfort. The maximum number of clients at any given time is limited to 16 with anticipated average daily census of 14. The staffing model outlined below includes leadership positions and direct care staff. It excludes back office support staff. The ratios provided assume maximum unity capacity.

- Days: 11 staff with a staff-to-client ratio of 1:1.45
- PM: 6 staff with a staff-to-client ratio of 1:2.66
- NOC: 4 staff at a staff-to-client ratio of 1:4

The environment will be a secure/locked setting designed to maintain health and safety standards, manage risk, and provide education and treatment while minimizing trauma and discrimination for individuals aged 18 and older. The clients will pose an actual or imminent risk or danger to self, others, or property due to a life or mental health related issue (defined as a mental disorder in RCW 71.05 or 71.34), or who have experienced a marked decline in their ability to care for self, due to the onset or exacerbation of a mental health related situation.

The E&T services at a minimum include evaluation, stabilization, and treatment provided by or under the direction of licensed psychiatrists, certified psychiatric Advanced Registered Nurse Practitioner (as allowed pursuant to RCW 71.05), nurses, mental health professionals, peer support staff, and discharge planning involving the individual, as well as family and/or significant others with the consent of the individual, so as to ensure continuity of mental health care.

Services will include diagnostic assessment, health screening, current medication assessment and adjustment as necessary. In addition, they will receive individual therapy, group and family therapies and activities of daily living (ADLs) rehabilitation services.

In conjunction with the clinical teams treatment plan, the individual is to be discharged from the E&T Services as soon as a less-restrictive plan for treatment can be safely implemented. To effectively coordinate aftercare services, Telecare will develop collaborations with human services organizations

and systems, community-based housing, employment, substance abuse, education, outpatient mental health, physical health, self-help, peer support, and benefits assistance providers.

Telecare E&T staff will provide follow-up for individuals that have minimal knowledge of how to effectively access and navigate the system of care, and to offer them the greatest chance of succeeding in the community and avoiding situations that could lead to a relapse and potential readmission to the E&T facility.

Telecare will ensure channels of communication and service coordination strategies are established with other community resources, including Mobile Outreach Crisis Team (MOCT), Crisis Triage Center, Consumer Warm Line, inpatient/outpatient providers, law enforcement, hospital emergency departments, King County courts, and other allied service providers.

### Transportation Plan

#### Admissions:

It is anticipated that most of the clients admitted to the E&T unit will be transfers from acute hospital emergency rooms, direct from law enforcement or from other mental health service providers. Clients received shall be received through the patient entrance which shall be equipped with a sally port separating it from the main unit. The use of a sally port shall reduce elopement risks associated with the admission and discharge processes.

#### Discharges:

Clients that have completed their evaluation and treatment will be transported per their discharge plan. No clients will be discharged to the street and the majority will be transported to their community of origin. Exceptions to the community of origin rule would include when clients are placed at others locations for continuing treatment or residential living support.

The discharge planning process shall include provisions for transportation which might include transportation by cab (for stabilized clients only), relatives, Telecare staff or other care facilities that are accepting a client placement at their facility. Clients that are being returned to custody shall be transported by law enforcement.

### Safety and Security Plan

Telecare recognizes that the safety and security of clients, staff, visitors and the local community is of the utmost importance. For this reason a comprehensive, multi-faceted safety and security plan has been developed. It includes the following:

#### Behavioral Assessments:

During the initial admission, each client is assessed to determine their current mental condition. Included is an assessment of their risk of self harm, assaultive behavior and elopement. Client placement within the facility and their privileges will be based on the findings of the initial assessment and regular

reassessment while in treatment. Clients that are identified as having a potential for self harm shall be placed in a safe room and may be assigned staff checks and/or one on one monitoring. Clients that are identified as potentially combative or destructive shall be placed in a high acuity room. Clients that are identified to be an elopement risk shall be placed in a high acuity room and have their secure yard privileges restricted until such time that the elopement concerns diminish.

#### Staff Training:

Telecare personnel are routinely trained to interact with clients of varied levels of acuity. Telecare has adopted Crisis Prevention Institutes (CPI) model as the standard for use in the management of disruptive behavior. CPI is known worldwide for its behavior management best practices and is recognized as an international standard for crisis prevention and intervention training. Through this training staff are taught to identify escalating clients early and are provided with strategies for de-escalating these situations in a no force first manner. Should these interventions not be successful, all staff, including back office support, are capable of participating in team based seclusion and restraint procedures.

Telecare personnel are well trained and have a proven record of being able to handle assaults and other disruptive behavior in house. Telecare does not rely on local law enforcement to assist with restraint and seclusion activities. The only time that local law enforcement assistance would be required would be if a life and death situation had developed, in which case 911 would be called.

#### Physical Plant Features:

The facility shall be operated as a Residential Treatment Facility per WAC 246-337 which allows for the locking of all perimeter doors and windows.

A sally port door shall be installed to separate the entrance from the main unit, thus reducing the opportunity for elopement during admissions, discharges, etc.

All of the windows at the facility are tempered laminated glass to reduce the chance of elopement and to prevent injury should they break from impact.

The facility shall be equipped with one seclusion and restraint room. These rooms are capable of high acuity confinement both for safety and security purposes.

An exterior secure yard area shall be provided for fresh air, therapy activities, and recreation purposes. The fence shall be an appropriately designed security fence incorporating climb resistant materials.

#### Eloperments:

While elopements are rare, they could occur under unforeseeable circumstances at which time local law enforcement would be called. The method of such notification (911) would be per the pre-established directive of local law enforcement.

#### Sex Offenders:

The E&T is not intended to be a primary treatment facility for registered sex offenders. That said, some clients admitted to the unit may have previous offenses on their record and therefore may be categorized as such. Given the short term nature of the program and the confidential nature of private

health information, Telecare does not plan to notify the community of every sex offender that is admitted to the program. However, Telecare will notify local law enforcement of the sex offender status should an elopement occur. Telecare remains open to discussing any additional concerns or procedures that local law enforcement may require.

#### Community Cooperation:

Telecare currently operates inpatient and outpatient treatment facilities in approximately 50 communities and is well respected as a good neighbor who works closely with the community to limit or resolve any concerns related to our programs. We have extensive experience in working with local law enforcement and city planning departments and welcome the opportunity to meet regularly to review performance and identify opportunities for improvement.



# Telecare Pierce County

## Operational Characteristics

### Overview

Telecare-Pierce County E&T will provide a 16-bed facility with Evaluation and Treatment (E&T) services exclusively for individuals within the boundaries of Pierce County. The proposed site for this service will be located at 7224 Pacific Hwy E, Milton WA 98354.

The individuals requiring services will be experiencing a mental health crisis, with an exacerbation of their mental health issues, concerns and/or symptoms that require the support of a short-term inpatient stay. Typical lengths of stay will vary from 3 to 14 days. The purpose is to stabilize the individual's life and mental health issues in order for that person to be returned to the least restrictive living environment and to avoid involuntary hospitalization and/or incarceration.

Services are tailored to accommodate an individual's immediate needs and level of emotional distress and discomfort. The maximum number of clients at any given time is limited to 16 with anticipated average daily census of 14. The staffing model outlined below includes leadership positions and direct care staff. It excludes back office support staff. The ratios provided assume maximum unity capacity.

- Days: 11 staff with a staff-to-client ratio of 1:1.45
- PM: 6 staff with a staff-to-client ratio of 1:2.66
- NOC: 4 staff at a staff-to-client ratio of 1:4

The environment will be a secure/locked setting designed to maintain health and safety standards, manage risk, and provide education and treatment while minimizing trauma and discrimination for individuals aged 18 and older. The clients will pose an actual or imminent risk or danger to self, others, or property due to a life or mental health related issue (defined as a mental disorder in RCW 71.05 or 71.34), or who have experienced a marked decline in their ability to care for self, due to the onset or exacerbation of a mental health related situation.

The E&T services at a minimum include evaluation, stabilization, and treatment provided by or under the direction of licensed psychiatrists, certified psychiatric Advanced Registered Nurse Practitioner (as allowed pursuant to RCW 71.05), nurses, mental health professionals, peer support staff, and discharge planning involving the individual, as well as family and/or significant others with the consent of the individual, so as to ensure continuity of mental health care.

Services will include diagnostic assessment, health screening, current medication assessment and adjustment as necessary. In addition, they will receive individual therapy, group and family therapies and activities of daily living (ADLs) rehabilitation services.

In conjunction with the clinical team's treatment plan, the individual is to be discharged from the E&T Services as soon as a less-restrictive plan for treatment can be safely implemented. To effectively coordinate aftercare services, Telecare will develop collaborations with human services organizations

and systems, community-based housing, employment, substance abuse, education, outpatient mental health, physical health, self-help, peer support, and benefits assistance providers.

Telecare E&T staff will provide follow-up for individuals that have minimal knowledge of how to effectively access and navigate the system of care, and to offer them the greatest chance of succeeding in the community and avoiding situations that could lead to a relapse and potential readmission to the E&T facility.

Telecare will ensure channels of communication and service coordination strategies are established with other community resources, including Mobile Outreach Crisis Team (MOCT), Crisis Triage Center, Consumer Warm Line, inpatient/outpatient providers, law enforcement, hospital emergency departments, Pierce County courts, and other allied service providers.

### Transportation Plan

#### Admissions:

It is anticipated that most of the clients admitted to the E&T unit will be transfers from acute hospital emergency rooms, direct from law enforcement or from other mental health service providers. Clients received shall be received through the patient entrance which shall be equipped with a sally port separating it from the main unit. The use of a sally port shall reduce elopement risks associated with the admission and discharge processes.

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