

OMBUDS SERVICES CONTRACT

KC-095-11

THE PENINSULA REGIONAL SUPPORT NETWORK, through Kitsap County, its administrative entity, hereinafter referred to as "PRSN" and **DISPUTE RESOLUTION CENTER OF KITSAP COUNTY, 9004 Washington Avenue N.W., Silverdale, WA 98383**, hereinafter referred to as "Contractor," enter into this contract to provide Ombuds and parent advocacy services pursuant to Chapter 71.24 of the Revised Code of Washington and Chapter 275-57 of the Washington Administrative Code.

A. The total funds authorized for obligation by the PRSN to the Contractor for services as set forth in this Contract are as follows:

<u>Title</u>	<u>Amount</u>
Mental Health Ombudsman	\$122,615

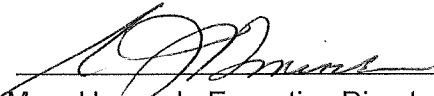
- B. Funds shall be reimbursed as indicated within the budget to this Contract.
C. The time period for this Contract will be from **January 1, 2011 – September 30, 2011**.
D. This Contract becomes effective when signed by all parties concerned.
E. This Contract is fifteen (14) pages in length, and contains the following Sections and Attachments:

Section I	Contractor Requirements	Page 2
Section II	PRSN Requirements	Page 5
Section III	Contract Assignment, Modification, Termination Sanctions, and Renewal	Page 5
Attachment A	Statement of Work for Ombuds Service	Page 8
Attachment B	Reporting Requirements & Billing Procedures	Page 11
Attachment C	Budget	Page 12
Attachment D	Certification Regarding Debarment, Suspension, And Other Responsibility Matters	Page 13
Attachment E	Certification Regarding Lobbying	Page 14

**DISPUTE RESOLUTION CENTER OF Kitsap
County**

**PENINSULA REGIONAL SUPPORT NETWORK,
By the Kitsap County Board of
Commissioners, Its Administrative Entity**

NOT PRESENT



Mary Hancock, Executive Director

Charlotte Garrido, Chair

Dated: 2-8-2011


Steve Bauer, Commissioner

Fed. Tax. ID. No. 94-3125572

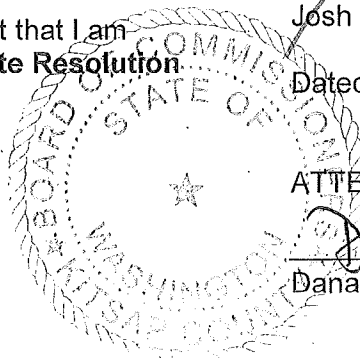

Josh Brown, Commissioner

I, Mary Hancock, hereby attest that I am
authorized on behalf of **Dispute Resolution
Center** to sign this contract.

Dated: 2/28/2011

ATTEST:


Dana Daniels, Clerk of the Board



SECTION I. CONTRACTOR REQUIREMENTS

A. General Requirements

The Contractor shall:

1. Operate the activities described in Attachment A, Statement of Work.
2. Ensure compliance with Attachment B, Reporting Requirements and Billing Procedures.
3. Be paid within the limits established by Attachment C, Budget. Any cost incurred by Contractor over and above the year-end sums set out in the Budget shall be at Contractor's sole risk and expense. Payment under this Contract will not exceed the total funds authorized as set forth on Page 1, Item A.
4. Comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
5. Comply with all applicable federal, state, local and PRSN policies, procedures and practices.
6. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the PRSN and Clallam, Jefferson and Kitsap Counties, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting there from. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the PRSN or Clallam, Jefferson or Kitsap County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this Contract.
7. Not commence work under this Contract until all insurance required under this section has been obtained.

- a. The Contractor shall have Commercial General Liability Insurance with limits of not less than:

Combined Bodily Injury/Property	\$1,000,000 per occurrence
Damage Liability	\$2,000,000 aggregate

- b. The Contractor's insurance policy shall contain general requirements or endorsements as follows:
 - i. The policy shall be endorsed and certificate shall reflect that the PRSN and Clallam, Jefferson and Kitsap Counties are named as additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.
 - ii. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.
 - iii. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the PRSN and Clallam, Jefferson and Kitsap Counties shall be excess and not contributory insurance to that provided by the Contractor.
 - iv. If for any reason, any material change occurs in the coverage during the course of the Contract, such changes shall not become effective until forty-five (45) days after Kitsap County has received written notice of changes. Such notice shall be sent to Kitsap County, Department of Administrative Services, Risk Management Division, 614 Division Street, MS-7, Port Orchard, WA 98366.
 - v. Kitsap County has no obligation to report occurrences unless a claim is filed with the Board of Kitsap County Commissioners, and Kitsap County has no obligation to pay premiums.

- c. The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.

- d. The Contractor shall provide Workers Compensation coverage for its employees in accordance with Washington State laws and Department of Labor and Industry rules and regulations.

- e. Compliance with these insurance requirements must be demonstrated before execution of this Contract.

8. Possess legal authority to apply for the funds covered under this Contract.

9. Ensure that it and its employees, officials, officers, agents and subcontractors do not engage in any conflict of interest or appearance of conflict of interest in disbursing or otherwise handling the funds paid under this Contract.

10. Pay no wages or other compensation in excess of the usual and customary wages or other compensation for personnel of similar background, qualifications, and experience.

11. Ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded in whole or in part by this Contract because of race, color, creed, marital status, religion, sex, national origin, veteran status, age, disability or political affiliation or belief. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

B. Financial Management Requirements

Contractor shall ensure that the financial management systems used for disbursement of funds will provide the necessary internal controls and accounting records. As a minimum, this would include:

1. Internal controls must provide for separation of duties such that no one individual has control over all aspects of any transaction.
2. Responsibility for authorizing expenditures and for making payments must be separated.
3. All expenditures must be supported by original documentation.
4. Bank reconciliations will be made monthly by an individual who does not have responsibility for making payments.
5. The PRSN reserves the right to inspect the Contractor's financial management systems and impose additional accounting requirements to insure that these financial management standards are being met.

C. Fiscal Requirements

1. All Contract payments are subject to audit. The PRSN or its agents may perform audits after reasonable advance notice to the Contractor at any time during the Contract period or thereafter. If Contractor violates or permits violation of Contract terms or conditions, Contractor shall repay to the PRSN the amount of funds directly related to the violation. If a Contract cost is disallowed after reimbursement, the Contractor will repay the amount immediately upon demand.
2. The PRSN agrees to reimburse the Contractor within 30 days of receipt of any invoice voucher for services provided under this Contract, subject to:
 - a. The availability of such funds collected.
 - b. Contractor's compliance with the terms and conditions of this Contract.
 - c. Provided that in no case shall payment be made prior to the 15th of the month for which services are billed.
 - d. Monthly reimbursement shall be in accordance with Attachment B, Reporting Requirements and Billing Procedures.

3. Funding Request - The Contractor shall request funds under this Contract utilizing the Kitsap County Human Services Department Contractor Invoice forms. The Contractor understands that Kitsap County, acting on behalf of the PRSN, requires a minimum of two weeks processing time to issue payment. Requests shall not be made more frequently than monthly.
4. Audit Requirements. All payments under this agreement are subject to audit. The Contractor shall provide an independent audit which:
 - a. Determines the fiscal integrity of the financial transactions and reports of the Contractor.
 - b. Is performed by an independent auditing firm or the Washington State Auditor's Office.
 - c. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of OMB Circular A-133, as applicable for agencies receiving federal funding in the amount of \$500,000 or more during their fiscal year.
5. Suspension, Debarment, and Lobbying
The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

D. Records Retention and Control

1. Contractor shall maintain and safeguard project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this Contract. These records shall be preserved and made available to the PRSN and its agents for a period of five (5) years after the end of this Contract. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved. Records will be stored in a manner to preclude their loss or damage. Contractor will be responsible for the cost of storage.
2. All records required to be maintained by this Contract or by federal, state or local law, except medical, treatment, personnel, mediation and other exempt records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Department of Social and Health Services, or his delegate, and the PRSN Contract Administrator for the purpose of program review, evaluation and comparative costs studies. Mediation records are confidential as specified in RCW 7.75.

3. Records Retention

Records Retention During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later.

- a. The Contractor shall maintain records sufficient to:
 - (1) Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.
 - (2) Document performance of all acts required by law, regulation, or this Agreement.
 - (3) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
 - (4) Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Agreement.

SECTION II. PRSN REQUIREMENTS

The PRSN shall make payments for services described in this Contract after receipt of billing with appropriate documentation. Payment shall not be construed as a waiver of the PRSN's right to challenge the level of Contractor's performance under this Contract, to seek appropriate legal remedies or to enforce any other rights of the PRSN.

SECTION III. CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION, SANCTIONS, AND RENEWAL

- A. Any change in this Contract or its attachments shall be approved in writing before becoming effective. Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract and must be outside of the control of either party.
- B. This Contract may be terminated, in whole, or in part, without limiting remedies, by either party to this Contract if the other party materially fails to perform in accordance with the terms of this Contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.
- C. Either party to this Contract may elect to terminate the Contract without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

- D. In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to reimbursement of expenses incurred prior to the time of contract termination.
- E. Nothing in this Contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms or conditions of this Contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.
- F. Any civil action brought by any party under or pursuant to this Contract shall be commenced and maintained only in the Superior Court of Washington for Kitsap County.

**STATEMENT OF WORK
OMBUDS SERVICE**

I. The Contractor shall:

1. Ensure the establishment and operation of an Ombuds service pursuant to WAC 388-865-250 or its successor.
2. Maintain employment of an individual or individuals to serve as ombudsperson(s). The Contractor shall report the name(s) of the individual(s) to the Peninsula Regional Support Network (PRSN) Contract Administrator within two weeks of hire or contract and the Contractor will promptly notify the PRSN of changes in personnel.

Any individual(s) staffing the Ombuds position must:

- a. Not have been employed by a service provider within the PRSN during the preceding two (2) years unless otherwise approved by the PRSN.
- b. Have no fiduciary tie to any service provider and have no current financial decision making capacity in an organization that raises funds to be used as gifts for support of direct services.
- c. Satisfactorily pass, as determined by the PRSN, a Washington State Patrol background check.
- d. Participate in state required training as provided by the MHD.
- e. Be a consumer or past consumer of mental health services per WAC 388-865-250. If, however, the Contractor has more than one Ombuds staff person(s), such additional Ombuds staff person(s) may be family members of consumers or consumers of mental health services.

For the purposes of this Statement of Work, "service provider" is defined as a provider that delivers services pursuant to a contract between the PRSN and the Department of Social and Health Services, and includes Kitsap Mental Health Services, Peninsula Community Mental Health Center, Jefferson Mental Health Services, and Forks Community Hospital (West End Outreach Services).

The Ombuds function is encouraged to use volunteer Ombuds staff, in addition to paid staff.

3. Unless otherwise approved by the PRSN, make available the ombudsperson(s) to attend State sponsored training, as available, within three months of hire and quarterly training meetings thereafter, as available. This obligation is conditioned on the Department providing at least four (4) weeks advance notice of such required training meetings to the PRSN.

4. Ensure business workspace (permitting private conversations), desk; phone, and office supplies for the ombudsperson(s)' use. Maintain a separate, independent phone line for unrestricted access to Ombuds services. Where long distance is an issue, a separate, independent 1-800 phone line shall be maintained.
5. Provide to the ombudsperson(s), for their use, computer equipment and software sufficient to produce the reports addressed in the Reporting Section, Attachment B. Such equipment and its use shall ensure confidentiality of information.
6. Encourage, foster, and promote the ombudsperson(s)' efforts to:
 - a. Meet with consumers and families of consumers to make known the Ombuds service.
 - b. Publicize the availability the Ombuds service.
 - c. Make Ombuds services readily available to consumers and families or recognized advocate(s) for individual consumers, who have concerns, complaints or grievances.
 - d. Work with consumers, family members of consumers, providers and PRSN staff.
 - e. Contact ethnic minority communities, and elderly and children advocates.
 - f. Assist in conflict resolution and use best efforts to resolve concerns, complaints and grievances at the lowest possible level, except where to do so would not be reasonable under the circumstances.
 - g. Refer matters to mediation or other dispute resolution processes as appropriate.
7. Encourage and foster the independence necessary for the ombudsperson(s) to effectively perform his/her duties and responsibilities as set out in this Statement of Work and applicable regulations. The Contractor will not jeopardize the ability of the ombudsperson(s) to assist consumers, family members or other interested persons as long as the ombudsperson(s) acts in a legal manner and conforms to the requirements of the PRSN/MHD contracts. The Contractor recognizes that the ombudsperson is expected to do the following (with the consumer's consent):
 - a. Assist and advocate for consumers and family members in voicing their complaints with the provider, PRSN, MHD, or other entity concerning service or quality of care issues.
 - b. Investigate and assist in achieving fair resolutions for or on the behalf of consumers, which includes making recommendations for additional or different services.

II. The Ombudsperson(s) shall:

1. Accept complaints from PHP enrollees, PRSN consumers, those eligible for PRSN services, and family members, friends and others involved in the consumer's life.
2. Direct complaints through formal and informal channels for grievances, and with the affected consumer's consent offer to assist the complainants throughout the grievance process, including reducing grievance to written form.
3. With the affected consumer's written consent, and with the affected consumer, consult with those who are involved in the complaint or grievance, study and gather information on the situation presented and, whenever possible, resolve differences in an informal manner.
4. Have no binding authority to make decisions on grievances. The ombudsperson(s) shall use their best efforts to act in the role of mediator and advocate for the complainant's interests, using advice and information to effect resolution to problems.
5. When an agreement cannot be reached at the provider level, an aggrieved party can continue the appeal process to the PRSN level, and if still not satisfied, certain grievances can be appealed to a higher level (i.e. State Department of Social and Health Services). Parties may receive assistance in the process from the ombudsman.
6. Maintain confidentiality consistent with WAC Chapter 388-865 or its successor, and with RCW Chapter 7.75.

III. Referral to and Use of Mediation Services

1. If a complaint or grievance is not resolved through the informal intervention of the Ombudsman, referral to mediation may be discussed with the grievant as one alternative for conflict resolution, so long as other alternatives are also discussed.
2. Mediation may be used for problem resolution with the agreement of both parties. If mediation is used, the grievant shall not be charged for these services.
3. If mediation is used, the mediator shall be a volunteer who does not have regular contact with the ombudsman.
4. Any mediation services performed by the Contractor are separate and distinct from the ombudsman service, and as such there shall be no access to records of the ombudsman by the mediator, and the ombudsman may only be involved in the mediation if requested by the grievant, and acceptable to the respondent.

IV. Reporting

1. Monthly Activity Reports shall be provided by the 10th of each month, including:
 - a. Total number of phone calls per month and by whom, referrals per source, types of phone calls, Ombuds hours on client related duties, and "other" Ombuds hours recorded.
 - b. Number of unduplicated non-Medicaid individuals utilizing the Ombuds services per month.
 - c. Outreach activity description (date, activity, and staff).
 - d. A brief monthly description of CMHA program outreach and participation in the local NAMI affiliates.
 - e. Noting any complaint, grievance, and/or fair hearing trends for the month.
2. Complete quarterly reports on complaints received and investigated and deliver to the PRSN by April 15th, July 15th, and October 15th
3. Provide a report of activities to the Quality Improvement Committee (QUIC) of the PRSN. The details of this report are developed according to the direction of QUIC.
4. Assign one program staff to participate in the scheduled PRSN QUIC meetings to represent the Ombuds program.
5. Participate in annual PRSN Administrative Reviews and provide requested review materials, findings, and corrective action plans as requested.
6. Participate in all QRT review activities, as requested by the QRT – to include attending monthly meetings, provide requested QRT reports (verbal and written), and CMHA reviews.
7. Provide a program representative to attend monthly PRSN Advisory Board meetings and give a brief verbal report for the Board regarding status of the program.
8. Notify the PRSN no later than June 30, 2011, if the agency chooses to continue contracting for services after the expiration of this contract.
 - a. If the contractor chooses to continue contracting, contractor shall submit an annual budget for consideration by the PRSN no later than June 30, 2011 in the amount of \$114,000.

BUDGET

	Medicaid	Federal Block Grant	Total
Ombuds	\$61,500	\$61,115	\$122,615
Total			\$122,615

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name: Mary Wanczek

Title: EXECUTIVE DIRECTOR

DATE: 2-8-2011

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dispute Resolution Center of Kitsap County
Contractor Organization

[Signature], EXECUTIVE DIRECTOR, 2-8-2011
Signature of Certifying Official Date