

# OMBUDS SERVICES CONTRACT

## KC-139-09

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	\$52,020
Parent Advocacy Program	\$31,135
Total Funds	\$83,155

- B. Funds shall be reimbursed as indicated within the budget to this Contract.  
C. The time period for this Contract will be from **April 1, 2009 – September 30, 2009**.  
D. This Contract becomes effective when signed by all parties concerned.  
E. This Contract is fifteen (15) 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-1	Statement of Work for Ombuds Service	Page 7
Attachment A-2	Statement of Work for Parent Advocacy Program	Page 11
Attachment B	Reporting Requirements & Billing Procedures	Page 14
Attachment C	Budget	Page 15

DISPUTE RESOLUTION CENTER OF Kitsap  
County

  
Miranda Duncan, Executive Director

Dated: April 24, 2009

Fed. Tax. ID. No. 94-3125572

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



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

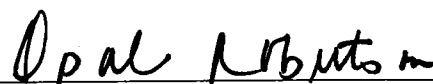
  
Charlotte Garrido, Chair

  
Steve Bauer, Commissioner

  
Josh Brown, Commissioner

Dated: 5/11/09

ATTEST:

  
Opal Robertson  
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.

**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.

**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 MHD, 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 MHD, 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 MHD 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 as per the specifications mutually agreed upon by the Contractor and MHD to produce the reports addressed in the Reporting Section, Attachment B. Such specifications 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 Division of Mental Health). 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.

