



AGENDA
OMAK CITY COUNCIL MEETING
Monday, April 4, 2022 – 7:00 PM



ORIGINAL

- A. CALL TO ORDER
- B. FLAG SALUTE
- C. CITIZEN COMMENTS
- D. CORRESPONDENCE AND MAYOR'S REPORT
- E. CONSENT AGENDA:
 - 1. Approval of minutes from March 21, 2022
 - 2. Approval of 2022 Claims and March '22 Payroll
- G. NEW BUSINESS:
 - 1. Res. 24-2022 – Archeological Survey & Monitoring Agr. – Eastside Skate Park Development 
 - 2. Res. 25-2022 – Appr. Grant Agr. with Beacon Health & Creating Co-Responder Position 
 - 3. Res. 26-2022 – Declaration of Emergency for Sewer System Repairs 
- H. OTHER BUSINESS:
 - 1. Council Committee Reports
 - 2. Staff Reports

 **Action by City Council**

In accordance with the order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings. If you need support or accommodations to view the meeting at City Hall, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

The City of Omak is inviting you to a scheduled Zoom meeting
Monday, April 4th, 2022 @ 7:00pm

Topic: City Council Meeting

Time: Apr 4, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88997732340?pwd=TGtJdThRcE0vdDJWY2hkUGJzaGhuQT09>

Meeting ID: 889 9773 2340

Passcode: 635603

One tap mobile

+12532158782,,88997732340#,,,,*635603# US (Tacoma)

+13462487799,,88997732340#,,,,*635603# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 889 9773 2340

Passcode: 635603

Find your local number: <https://us02web.zoom.us/j/88997732340?pwd=TGtJdThRcE0vdDJWY2hkUGJzaGhuQT09>

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd, McDaniel
Administrator

Date: April 4, 2022

Subject: **Resolution 24-2022** Cultural Services Eastside Skate Park

The Attached Resolution 24-2022, Approving Archeological Survey and Monitoring Agreements for the Eastside Skate Park Development Project with the Colville Tribes Historic Preservation Office, is forwarded for your consideration.

The city has been selected, from an application that was submitted in 2020, to receive a grant from the Recreational and Conservation Office (RCO) for the Construction of a new skate park. The grant provides for \$401,070 towards the construction of the project at the time of application. The city would match \$17,395. Because of the delay in award this grant is unexpected and not included in the 2022 budget.

The Colville History and Archeological Program office has assisted the city with many projects within the proposed construction area. Two agreements have been prepared, one for the initial survey work and the second for ground disturbing activities.

I support this Resolution and urge its Adoption

RESOLUTION NO. 24-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING ARCHEOLOGICAL SURVEY AND MONITORING AGREEMENTS FOR THE EASTSIDE SKATE PARK DEVELOPMENT PROJECT WITH THE COLVILLE TRIBES HISTORIC PRESERVATION OFFICE

WHEREAS, a cultural resources survey and monitoring is required for the construction of the Eastside Skate park as part of a Washington Recreational and Conservation program grant; and

WHEREAS, the Tribal Historic Preservation Office of the Colville Confederated Tribes has indicated a desire to provide the Archeologist to perform the monitoring of the excavation activities; and

WHEREAS, all reports that are prepared to result from this operation will have to be approved by the Colville Tribal Historic Preservation Office; and

WHEREAS, the Tribal Historic Preservation Office has proposed a statement of work and a not to exceed cost proposals that are fair, reasonable, and appropriate in scale for the work to be done.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak that the Statements of Work for City of Omak Eastside Skate Park Development Project Dated March 23rd, 2022, a copy of which is attached hereto as Exhibit "A" is hereby approved.

INTRODUCED AND PASSED this _____ day of _____, 2022.

APPROVED:

Cindy Gagne, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, Deputy Clerk

Michael D. Howe, City Attorney

EXHIBIT A

Scope of Work Proposal for the City of Omak, Eastside Skate Park Development Project Cultural Resources Monitoring

March 23, 2022

Prepared by:

History/ Archaeology Program
Confederated Tribes of the Colville Reservation

Submitted to:

Todd McDaniel
City of Omak, City Administrator

Contacts:

John Davis, Archaeologist Senior
Email: john.davis.hsy@colvilletribes.com
Phone: 509.634.2653

Guy Moura, Program Manager and THPO
Email: guy.moura@colvilletribes.com
Phone: Phone 509.634.2695



PROPOSE ACTION AND NEED

This Scope of Work proposal is in response to a request from the City of Omak to the Confederated Tribes of Colville Reservation (Colville Confederated Tribes [CCT]) History/Archaeology Program (H/A) for a quote for cultural resources monitoring for the Eastside Skate Park Development Project.

The Eastside Skate Park Development Project is located in Section 35, Township 34 North, Range 26 East (Omak Quadrangle) within Omak and the external boundaries of the Colville Indian Reservation. A preliminary desktop review indicates the proposed project is located within a location highly sensitive for cultural resources. The project is located within at least one Traditional Cultural Property (TCP) and within close proximity to several previously recorded archaeological sites of great importance to the CCT.

Due to the sensitivity of the project area, the CCT Tribal Historic Preservation Officer (THPO) has determined that cultural resources monitoring is required during the project's initial ground disturbance. The City of Omak estimates that the initial ground disturbance will occur over a 2 to 3 day period.

The City of Omak has received a grant from the Washington State Recreation and Conservation Office (RCO) for this project. As such, this cultural resources monitoring is intended to assist the City of Omak and RCO in compliance with Washington Governor's Executive Order 21-02. In addition, as the project is located within the external boundaries of the Colville Indian Reservation, it is subject to CCT Tribal Code 4-4-7 (Cultural Resources Protection).

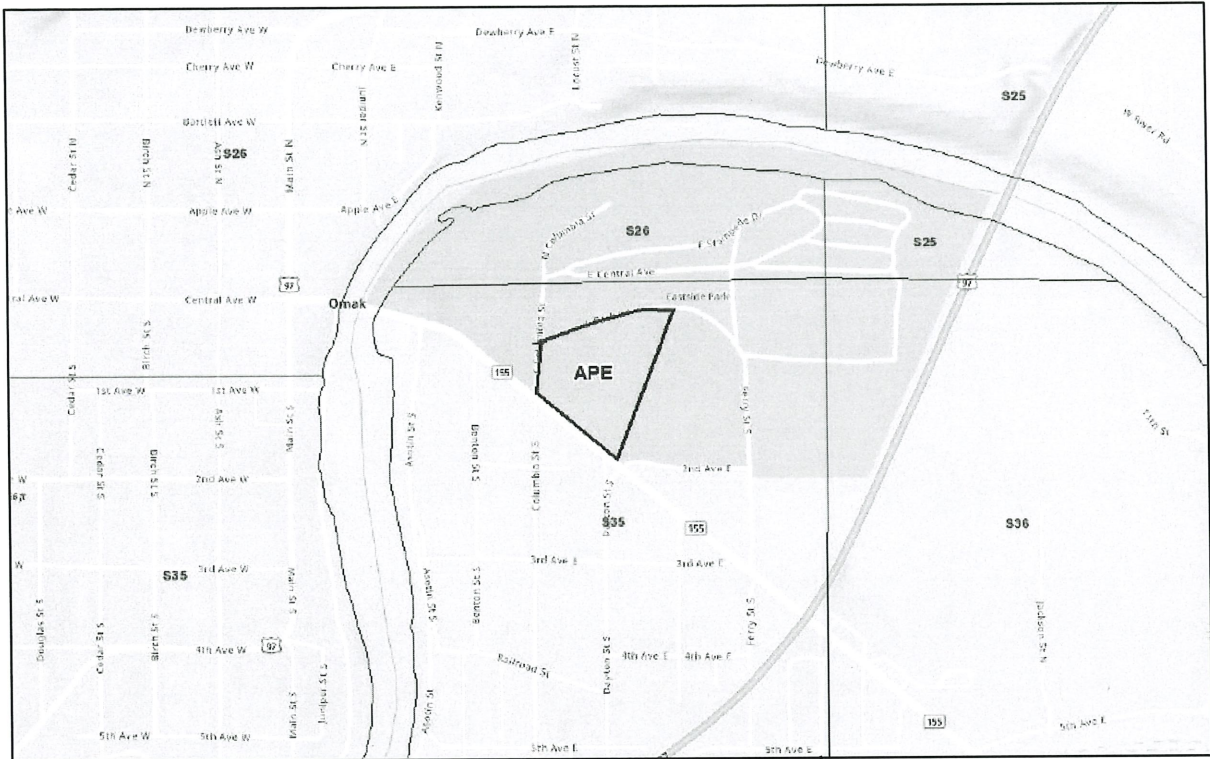


Figure 1: City of Omak, Eastside Skate Park Development Project APE.

TASKS

Cultural Resources Monitoring

CCT H/A will conduct cultural resources monitoring of all excavated sediments during initial ground disturbance as part of this undertaking. In the event cultural materials are identified by the archaeological monitor, all work will stop, and a secure 100-foot buffer will be established around the find. The monitor will then immediately contact the supervising CCT H/A archaeologist and the CCT THPO. The CCT H/A supervising archaeologist will then immediately contact the City of Omak. The CCT H/A and the City of Omak will work together to formulate a mitigation plan. The plan will then be circulate to the SHPO and THPO for final review and comment.

A subsample of intact sediments, if observed, will be screened using ¼-inch mesh for cultural materials. The minimum subsample amount will be determined by the CCT H/A supervising archaeologist. If materials are identified during monitoring, additional sediments may be hand-excavated in order to determine the vertical and horizontal extent of subsurface cultural deposits. Any cultural resources identified during the archaeological investigations will be recorded using Washington State Archaeological Site/Isolate Inventory Forms.

Report Preparation

CCT H/A will prepare a report detailing the results of the cultural resources monitoring. The report shall comply with Tribal and DAHP standards and guidelines for cultural resources survey and reporting. A draft of the report will be submitted to the proponent for review and comment. A final report will be generated based on comments by the proponent and submitted to appropriate entities and consulting parties for review. If the CCT H/A receives any comments within a 30-day review period, the CCT H/A will compile a final report for re-submission to the appropriate entity(ies) and will submit the final report to DAHP.

DELIVERABLES AND SCHEDULE

Table 1 contains a summary of the time estimated to complete the tasks, lists deliverables, and outlines a projected schedule for this Scope of Work.

Cultural resources monitoring will commence according to the construction schedule. The City of Omak will provide at least five days notice to CCT H/A before monitoring is to commence.

Production of a draft report is estimated at about 15 days after completion of the fieldwork. The draft report will be accepted as final if the CCT receives no comments within 30 days of

submittal or following the 30-day comment period. If any previously unrecorded sites are found, additional time may be required to request and receive Smithsonian trinomials from DAHP and integrate changes to the final report and any accompanying site forms.

- One electronic copy of a draft report and any site forms generated during the project will be submitted in Microsoft Word or Adobe PDF format via email
- One electronic copy of the final report and site forms (if applicable) will be submitted as an Adobe PDF. The electronic copy will be submitted via email.

The following schedule is subject to date(s) of acceptance, agreement execution, generation of a chart of accounts, and weather conditions and may be revised accordingly.

Table 1: Schedule

Task	Deliverables	Completion Dates
1. Cultural Resources Monitoring	N/A	Initiation date to be determined, Two to three days estimated
2a. Draft report submitted	1. Draft report and site forms (up to 2)	15 days after fieldwork
2b. Final report submitted	2. Final report and site forms (up to 2)	15 days after submittal of the draft report if no comments or 30 days following a 30-day comment period.
3. Account close-out		March 1, 2023

Proprietary Exemption Clause

If and when necessary, the CCT H/ A would retain all proprietorial rights and privileges necessary to preserve and protect any specific archaeological sites, traditional cultural places, plants, or plant communities deemed sacred or otherwise culturally significant and vulnerable to damage or destruction. Should such concerns arise, then the CCT and the City of Omak will develop a mutually agreeable method to address Tribal concerns and any foreseeable potential impacts to archaeological sites and/or traditional cultural properties.

BUDGET

Please see the attached spreadsheet (Appendix A; Table 2) for the costs for completing this Scope of Work. This is a "Not to Exceed" budget. This SOW/budget meets the needs of a cultural

resource survey for the City of Omak, Eastside Skate Park Development Project. Should additional or complex archaeological sites (e.g., burials, village sites, etc.) be identified as a result of cultural resource monitoring, a new SOW/budget will need to be created. Contract modifications will be negotiated where/when expected conditions change or are altered to the point of negatively impacting the stated Schedule of Deliverables.

A Secretary-of-Interior qualified Archaeologist Senior will serve as the contracting officer, technical representative, and principal investigator. The CCT H/A Program Manager will be responsible for overseeing the entire technical services contract, approving budgets and expenditures, and compliance with tribal policies. The Office Assistant Senior will be responsible for assisting with transportation needs, ordering of supplies, and in-house communications. The Administrative Assistant II will be responsible for routing of documents and timekeeping. The Budget Analyst will be responsible for tracking expenditures and ensuring fiscal accountability. The GIS Analyst assists with preparing GIS data layers, extracting and converting GPS data into shapefiles, and report map publication. Payment is expected within 30 days of receipt of the invoice. Any funds budgeted but not required for completion of the work described that remain unexpended or uncommitted at the end of the technical services contract would be promptly returned to the City of Omak unless an extension of the contract or other arrangements are made in writing.

STATEMENT OF WORK AND BUDGET APPROVAL

Proposed Budget for City of Omak, Eastside Skate Park Development Project, Cultural Resources Monitoring					
Date: March 23, 2022					
<u>Salaries, Fringe, & Indirect Rates</u>					
	Rate	Fringe	# of hours		Total
Administrative Assistant II	\$ 24.25	82	10	\$	325
Office Assistant Sr.	\$ 21.20	77	10	\$	289
Accounting Tech Sr.	\$ 25.74	84	10	\$	341
Prog Mgr/THPO	\$ 46.35	117	10	\$	581
GIS Analyst	\$ 31.57	98	10	\$	412
Archaeologist II	\$ 25.78	285	30	\$	1,038
Archaeologist Sr	\$ 31.98	388	40	\$	1,667
				Total Salaries and Fringe	\$ 4,653
				Total Indirect @ 32.12%	\$ 1,136
				Total Sal, Frng & Ind	\$ 5,791
<u>Vehicle Expenses</u>					
	<u>Rate</u>	<u>Miles</u>			
GSA	\$ 20.00		x 3 days	\$	60
Fuel	\$ 0.59	240		\$	140
				Total Vehicle Expenses	\$ 200
<u>Supplies and Materials</u>					
Office Supplies	\$ 50.00				
Program Supplies	\$ 50.00				
				Total Supplies and Materials	\$100
<u>Telephone/Utilities</u>					
Telecommunications	\$ 100.00				
				Total Telephone/Utilities	\$100
				Total Proposed Estimated Budget	\$ 6,191
Not to Exceed \$6,191					

If you have any questions or concerns, please contact John Davis at (509) 634-2653 or Guy Moura at (509) 634-2695. Thank you for your time and efforts related to this matter.

STATEMENT OF WORK APPROVED BY:

Guy Moura, CCT History/Archaeology Program

Date

City of Omak

Date

**Scope of Work Proposal
for the
City of Omak, Eastside Skate Park Development Project
Cultural Resources Survey**

March 23, 2022

Prepared by:

History/ Archaeology Program
Confederated Tribes of the Colville Reservation

Submitted to:

Todd McDaniel
City of Omak, City Administrator

Contacts:

John Davis, Archaeologist Senior
Email: john.davis.hsy@colvilletribes.com
Phone: 509.634.2653

Guy Moura, Program Manager and THPO
Email: guy.moura@colvilletribes.com
Phone: Phone 509.634.2695



PROPOSE ACTION AND NEED

This Scope of Work proposal is in response to a request from the City of Omak to the Confederated Tribes of Colville Reservation (Colville Confederated Tribes [CCT]) History/Archaeology Program (H/A) for a quote for a cultural resources survey for the Eastside Skate Park Development Project.

The Eastside Skate Park Development Project is located in Section 35, Township 34 North, Range 26 East (Omak Quadrangle) within Omak and the external boundaries of the Colville Indian Reservation. A preliminary desktop review indicates the proposed project is located within a location highly sensitive for cultural resources. The project is located within at least one Traditional Cultural Property (TCP) and within close proximity to several previously recorded archaeological sites of great importance to the CCT.

The Eastside Skate Park Development Project includes the removal of the existing skate park infrastructure and construction of a new 5,300 square foot in-ground concrete skate park with metal rails and features. Ground disturbing activities include the excavation and grading for the new skate park. The new facility will require excavations to a depth of no more than 6-feet in one portion of the area, with the balance of the excavations less than 1-foot in depth. The Area of Potential Effects (APE) is depicted in Figure 1.

The City of Omak has received a grant from the Washington State Recreation and Conservation Office (RCO) for this project. As such, this cultural resources survey is intended to assist the City of Omak and RCO in compliance with Washington Governor's Executive Order 21-02. In addition, as the project is located within the external boundaries of the Colville Indian Reservation, it is subject to CCT Tribal Code 4-4-7 (Cultural Resources Protection).

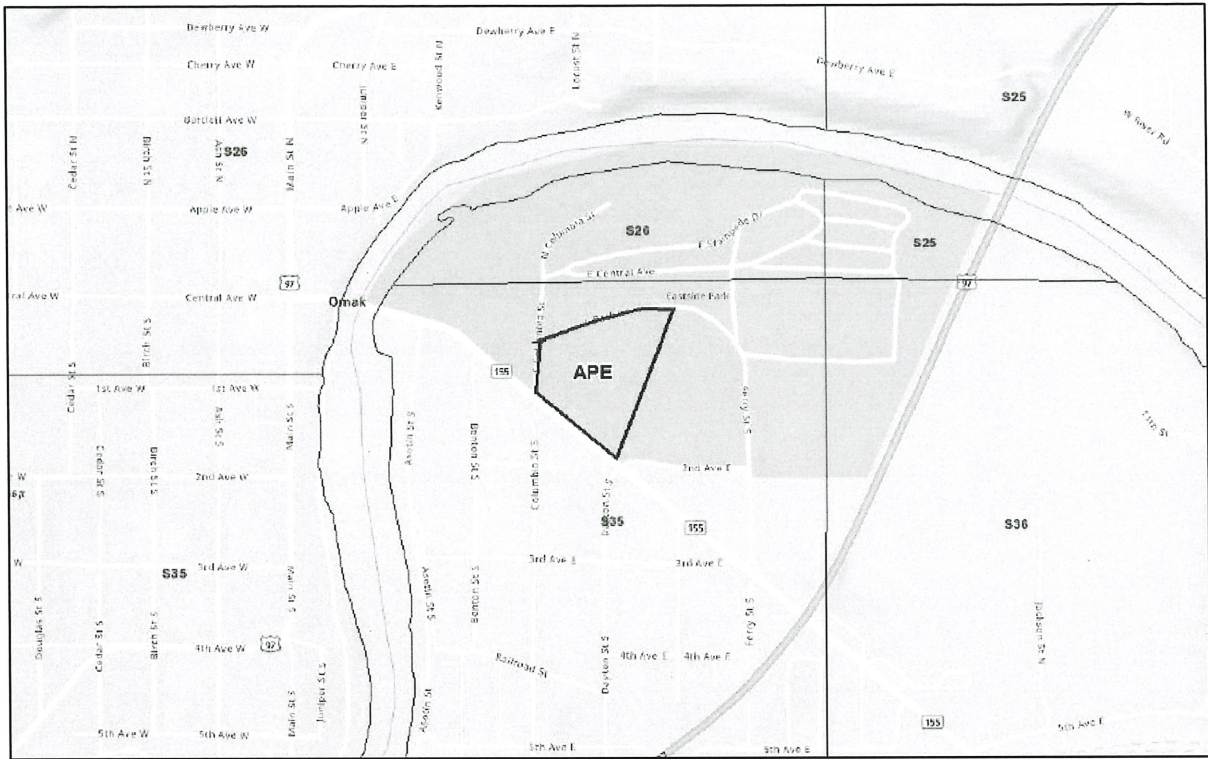


Figure 1: City of Omak, Eastside Skate Park Development Project APE.

TASKS

Background Research

The CCT H/A will conduct a literature and records review utilizing the Washington Department of Archaeology and Historic Preservation (DAHP) and CCT H/A cultural resources databases. Background research will be conducted to determine if any cultural resources are currently documented within or near the project area and the probability of detecting any undocumented cultural resources pertaining to the APE and adjacent area. Sensitive cultural information, including previously gathered information from tribal informants or found in CCT History/Archaeology records, shall be considered proprietary information owned by the Tribes. Relevant and appropriate data from the literature review will be included in the final report.

Fieldwork

Fieldwork will consist of pedestrian survey and shovel test probes (STPs). Probe locations will be determined by the field director. STPs will be excavated to target 40 centimeters in diameter and 1-meter in depth. All excavated soils will be screened through ¼-inch hardware mesh. Any archaeological materials encountered during excavations will be documented and returned to the probe from which they were recovered.

Traditional Cultural Property Inventory

The CCT History/Archaeology Program will conduct a literature and records review of existing information pertaining to the APE's and adjacent areas. Data relevant to the study area shall be reviewed, and appropriate information shall be summarized in the report. Sensitive cultural information, including information from tribal informants found in CCT History/Archaeology records, shall be considered proprietary information owned by the CCT.

Report Preparation

Archaeologists will prepare a report detailing the results of the archival review and cultural resources survey. The report shall comply with Tribal and DAHP standards and guidelines for cultural resources survey and reporting. The CCT H/A will conduct a literature and records review of existing information pertaining to the APE and the adjacent area. Data relevant to the study area shall be reviewed, and appropriate information shall be included in the report. Sensitive cultural information, including previously gathered information from tribal informants or found in CCT H/A records, shall be considered proprietary information owned by the CCT. A draft of the report will be submitted to the proponent for review and comment. A final report will be generated based on comments by the proponent and submitted to appropriate entities and consulting parties for review. If the CCT H/A receives any comments within a 30-day review period, the CCT H/A will compile a final report for re-submission to the appropriate entity(ies) and will submit the final report to DAHP.

DELIVERABLES AND SCHEDULE

Table 1 contains a summary of the time estimated to complete the tasks, lists deliverables, and outlines a projected schedule for this Scope of Work.

The CCT H/A can initiate background research on acceptance by the City of Omak and routing of the contract. Fieldwork and report writing can begin once the contract is fully executed and a chart of accounts in place, or shortly thereafter.

Production of a draft report is estimated at about 15 days after completion of the fieldwork. The draft report will be accepted as final if the CCT receives no comments within 30 days of submittal or following the 30-day comment period. If any previously unrecorded sites are found, additional time may be required to request and receive Smithsonian trinomials from DAHP and integrate changes to the final report and any accompanying site forms.

- One electronic copy of a draft report and any site forms generated during the project will be submitted in Microsoft Word or Adobe PDF format via email
- One electronic copy of the final report and site forms (if applicable) will be submitted as an Adobe PDF. The electronic copy will be submitted via email.

The following schedule is subject to date(s) of acceptance, agreement execution, generation of a chart of accounts, and weather conditions and may be revised accordingly.

Table 1: Schedule

Task	Deliverables	Completion Dates
1. Background research	1. Initiated before beginning fieldwork. Included as report narrative.	Initiation date to be determined, See 2a and 2b
2. Fieldwork	N/A	Initiation date to be determined, Two days estimated
2a. Draft report submitted	2. Draft report and site forms (up to 2)	15 days after fieldwork
2b. Final report submitted	3. Final report and site forms (up to 2)	30 days after submittal of the draft report if no comments or 30 days following a 30-day comment period.
4. Account close-out		December 31, 2022

Proprietary Exemption Clause

If and when necessary, the CCT H/ A would retain all proprietary rights and privileges necessary to preserve and protect any specific archaeological sites, traditional cultural places, plants, or plant communities deemed sacred or otherwise culturally significant and vulnerable to damage or destruction. Should such concerns arise, then the CCT and the City of Omak will develop a mutually agreeable method to address Tribal concerns and any foreseeable potential impacts to archaeological sites and/or traditional cultural properties.

BUDGET

Please see the attached spreadsheet (Appendix A; Table 2) for the costs for completing this Scope of Work. This is a "**Not to Exceed**" budget. This SOW/budget meets the needs of a cultural resource survey for the City of Omak, Eastside Skate Park Development Project. Should additional or complex archaeological sites (e.g., burials, village sites, etc.) be identified, a new SOW/budget will need to be created. Contract modifications will be negotiated where/when expected conditions change or are altered to the point of negatively impacting the stated Schedule of Deliverables. Examples include, but are not limited to: a significant number of positive test probes within any of the parcels, human remains, unusual or unanticipated issues such as inaccessible access roads, landowner denial of permission to access the APE, inclement weather, wildfire, pandemic, etc.

A Secretary-of-Interior qualified Archaeologist Senior will serve as the contracting officer, technical representative, and principal investigator. The CCT H/A Program Manager will be responsible for overseeing the entire technical services contract, approving budgets and expenditures, and compliance with tribal policies. The Office Assistant Senior will be responsible for assisting with transportation needs, ordering of supplies, and in-house communications. The Administrative Assistant II will be responsible for routing of documents and timekeeping. The Budget Analyst will be responsible for tracking expenditures and ensuring fiscal accountability. The GIS Analyst assists with preparing GIS data layers, extracting and converting GPS data into shapefiles, and report map publication. Payment is expected within 30 days of receipt of the invoice. Any funds budgeted but not required for completion of the work described that remain unexpended or uncommitted at the end of the technical services contract would be promptly returned to the City of Omak unless an extension of the contract or other arrangements are made in writing.

STATEMENT OF WORK AND BUDGET APPROVAL

Proposed Budget for City of Omak, Eastside Skate Park Development Project
 Date: March 23, 2022

Salaries, Fringe, & Indirect Rates

	Rate	Fringe	# of hours		Total
Administrative Assistant II	\$ 24.25	82	10	\$	325
Office Assistant Sr.	\$ 21.20	77	10	\$	289
Accounting Tech Sr.	\$ 25.74	84	10	\$	341
Prog Mgr/THPO	\$ 48.35	117	10	\$	581
GIS Analyst	\$ 31.57	98	10	\$	412
Archaeology Tech Sr	\$ 21.84	82	10	\$	298
Archaeologist Sr	\$ 31.98	582	60	\$	2,501
				Total Salaries and Fringe	\$ 4,746
				Total Indirect @ 32.12%	\$ 1,165
				Total Sal, Fng & Ind	\$ 5,911

Vehicle Expenses	Rate	Miles			
GSA	\$ 20.00		x 1 day	\$	20
Fuel	\$ 0.59	80		\$	47
				Total Vehicle Expenses	\$ 67

Supplies and Materials			
Office Supplies	\$ 50.00		
Program Supplies	\$ 50.00		
		Total Supplies and Materials	\$100

Telephone/Utilities			
Telecommunications	\$ 100.00		
		Total Telephone/Utilities	\$100

Total Proposed Estimated Budget \$ 6,178

Not to Exceed \$6,178

If you have any questions or concerns, please contact John Davis at (509) 634-2653 or Guy Moura at (509) 634-2695. Thank you for your time and efforts related to this matter.

STATEMENT OF WORK APPROVED BY:

Guy Moura, CCT History/Archaeology Program

Date

City of Omak

Date

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd, McDaniel
Administrator

Date: April 4, 2022

Subject: **Resolution 25-2022** Approving Grant Agreement and creating Co-Responder employment position

The Attached Resolution 24-2022, Approving an agreement with Beacon Health Options, Inc. and the addition of a Co-Responder Employment Position, is forwarded for your consideration.

This resolution approves a grant agreement with Beacon Health Options, Inc. to provide additional co-responding services to prevent unnecessary incarceration or hospitalization of mentally ill individuals.

This program will allow for the hiring of an additional employee to assist the city in responding to behavioral health issues that arise during the city's routine delivery of services and assist individuals with assessment, prevention, and coordination of services.

The grant provides \$94,400 through March 14, 2023.

I support this Resolution and urge its Adoption

RESOLUTION NO. 25-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT WITH BEACON HEALTH OPTION, INC AND THE ADDITON OF A CO-RESPONDER EMPLOYMENT POSITION

WHEREAS, a pilot program has been created that recognizes the need to prevent unnecessary incarcerations and assist first responders in the administration of services to mentally ill individuals; and

WHEREAS, funding has been made available through a grant form Beacon Health Options, Inc. for local agencies to provide co-responder services through March 14th, 2023; and

WHEREAS, there is a need to hire an additional employee to ensure reliable co-responder services can be provided; and

WHEREAS, the City Non-union Employee Schedule and the City of Omak 2022 Budget will need to be amended to include the Co-responder position with an annual salary range of \$53,000 to \$56,000, depending on qualifications; to include retirement, medical and leave benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, as follows:

Section 1. The grant agreement between the City of Omak and Beacon Health Options, Inc., attached hereto as Exhibit "A", for Co -responder services is approved.

Section 2. The employment position of Co-responder is created, the Job description is attached hereto as Exhibit "B".

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

**AGREEMENT FOR PROVISION OF SERVICES
BY AND BETWEEN
BEACON HEALTH OPTIONS, INC.
AND
CITY OF OMAK**

This Agreement is made as of February 1, 2022 (the "Effective Date"), by and between Beacon Health Options, Inc., a Virginia corporation with offices at 200 State Street, Suite 302 Boston, MA 02109 ("Beacon"), and City of Omak (hereinafter "Vendor"), a municipality located at 2 N. Ash Street, Omak, WA 98841 (each a "Party" and together the "Parties").

WHEREAS, Beacon wishes to purchase services more particularly set out on Schedule A; and

WHEREAS, Vendor desires to provide the said services to Beacon under the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Scope of Services. Vendor agrees to provide on a non-exclusive basis the services described in Exhibit A, that is attached and incorporated into this Agreement as if fully set forth herein, and those incidental thereto (the "Services"). Vendor agrees to provide the Services promptly and diligently, in a competent and professional manner, in accordance with all applicable laws, in accordance with the rules, regulations, and policies of Beacon (including, but not limited to, written policies and procedures that relate to the federal False Claims Act and similar state laws and an employee's right to be protected as a whistleblower, as well as policies and procedures for detecting and preventing fraud, waste and abuse in state and federal health care programs), in accordance with accreditation standards applicable to Beacon, and to Beacon's satisfaction. To the extent applicable to Services, Vendor agrees to participate in Beacon's quality improvement and patient safety programs and, as part of those programs, establish and follow Beacon's procedures for consistency and quality of patient care services. Vendor represents and warrants that it is properly licensed and in compliance with the laws and regulations to provide the Services. If any provision or term of Exhibit A and this Agreement are inconsistent, the provision or term of this Agreement shall govern.
2. Compensation. The payment schedule and total compensation to be paid by Beacon to Vendor is set forth in Exhibit A. Beacon will not compensate Vendor for services which are not either contained in Exhibit A or agreed to in writing by the representative authorized to sign this Agreement on behalf of Beacon. Unless expressly advised otherwise in writing, Beacon shall send compensation due to the Vendor to the address set forth in the Notice provisions of this Agreement.
3. Term. This Agreement shall commence as of the Effective Date and will be for the period of one year, at which time it shall automatically terminate without any further action required on the part of any Party; provided, however, if a Statement of Work described in Exhibit A to this Agreement is in progress at the time of the first anniversary of this Agreement, then this Agreement shall automatically renew for renewal terms of one year each for so long as necessary to complete the Statement of Work as set forth in Exhibit A.
4. Confidentiality. Vendor understands that during the course of providing Services pursuant to this Agreement, Vendor may receive from Beacon or contribute to the production of "Confidential Information" (as defined below) and accordingly agrees as follows:

- a. For the purposes of this Agreement, "Confidential Information" means information or material proprietary to Beacon or its affiliated or related entities or designated as confidential by Beacon, which Vendor develops or of which it may obtain knowledge or access to as a result of Vendor's relationship with Beacon. This includes information originated, discovered, or developed in whole or in part by Vendor under this Agreement and includes, but is not limited to the following types of information and other information of a similar nature (whether or not reduced to writing): ideas, concepts, designs, audit materials, reports, results, data, documentation, diagrams, research, development, processes, procedures, "know-how", physician fee schedules, reimbursement fee schedules, marketing techniques and materials, marketing and development plans, customer, subscriber, member, officer, director, or provider names, medical records, and other information related to such individuals or entities, price lists, reimbursement policies, and financial information. Confidential Information also includes any information described above that Beacon treats as proprietary or designate as confidential, whether or not owned or developed by Beacon. Notwithstanding anything in this section to the contrary, Confidential Information shall not include Vendor's consumer records for services provided pursuant to this Agreement and Beacon makes no claim to ownership of such files.
- b. It is not intended at the inception of this Agreement that Protected Health Information, as defined below ("PHI") shall be exchanged in the performance of Services under this Agreement. In the event that it becomes necessary for PHI to be exchanged for the performance of Services hereunder, then the parties agree to enter into a Business Associate Agreement.
 - i. "Protected Health Information" shall have the same meaning as the term "protected health information" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act, and regulations and guidance promulgated thereunder, but limited to the information created, received, maintained or transmitted by Vendor on behalf of Beacon.
- c. Prior to receiving access to Beacon's system, Beacon reserves the right to require Vendor's employees to execute a data usage agreement substantially similar to that signed by Beacon employees prior to receiving system access. Notwithstanding any provision to the contrary, Beacon reserves the right to bar access in its sole discretion to Beacon's systems (including but not limited to access to PHI) and to the Premises to any of Vendor's employees or agents for any nondiscriminatory reason.
- d. Vendor agrees to turn over all copies of all materials in any way incorporating or reflecting Confidential Information in Vendor's control to Beacon upon the earlier of Beacon's request or termination of Vendor's Services under this Agreement.
- e. Vendor agrees during and after the term of this Agreement to hold in confidence and not to directly or indirectly reveal, publish, disclose, or transfer any of the Confidential Information to any person or entity without the prior written consent of Beacon. Vendor agrees not to utilize Confidential Information for any purposes, except in the course of Vendor's rendering of services for Beacon. Vendor agrees to advise its employees, agents and subcontractors with access to the Confidential Information of its confidentiality. Vendor further agrees to require its agents and subcontractors with access to Confidential Information to execute a confidentiality agreement in a form acceptable to Beacon.
- f. Notwithstanding anything to the contrary, Vendor shall not have any obligation with respect to any Confidential Information or any portion thereof that Vendor can establish:

- i. is or becomes publicly available through no wrongful act of Vendor;
 - ii. was lawfully obtained by Vendor from a third party without any obligation to maintain the Confidential Information as proprietary or confidential;
 - iii. was previously known to Vendor without any obligation to keep it confidential;
 - iv. was independently developed by Vendor (entirely independent of any services rendered to Beacon); or
 - v. is legally required to be disclosed, provided that Vendor uses its commercially reasonable efforts to notify Beacon of any request or subpoena for the production of any Confidential Information so that Beacon may seek an appropriate protective order or other remedy and Vendor will cooperate with Beacon to obtain such protective order. In the event that such protective order or other remedy is not obtained, Vendor (or such other persons to whom such request is directed) will furnish only that portion of the Confidential Information that, in the written opinion of its legal counsel, is legally required to be disclosed and, upon Beacon's request, use its best efforts to obtain assurances that confidential treatment no less favorable to Beacon than that set forth in this Agreement will be accorded to such information.
 - g. Vendor shall maintain up-to-date "best practices" security measures to protect against unauthorized access to Beacon's Confidential Information. Vendor represents and warrants that all equipment used and maintained to provide services hereunder shall be equipped and routinely updated with all current industry standards security protections, including but not limited to anti-virus protections, spyware and security packages. All security protections shall be in compliance with the specifications of HIPAA.
 - h. The provisions of this Section 4 shall survive termination of this Agreement.
5. Indemnification. The Parties agree to indemnify and hold each other harmless from all damages and liability, including reasonable attorney's fees, incurred as a result of their (a) violation of any obligations under this Agreement; (b) negligence or willful acts; or (c) violation of any third-party's privacy rights, property rights, trade secrets, proprietary information, trademark, copyright, or patent rights and claims for libel and slander or unfair trade practices in connection with the performance of Services under this Agreement. The provisions of this Section shall survive termination of this Agreement.
 6. Safeguarding of Property. Vendor agrees to take reasonable precautions to safeguard any of Beacon's property entrusted to Vendor's custody or control.
 7. Responsibilities Upon Termination. No later than ten (10) business days from termination of this Agreement for any reason by either Party, Vendor covenants and agrees to transfer, deliver, or make available to Beacon any and all property and materials in its possession or control belonging to or paid for by Beacon. The provisions of this Section shall survive termination of this Agreement.
 8. No Commitments to Third Party Vendors. Vendor agrees it shall not commit Beacon to any purchase or other obligations nor will it disseminate any material or make any payments in Beacon's name except pursuant to Beacon's prior written approval.
 9. Non-Solicitation of Personnel. Neither Party shall directly or indirectly solicit the employment of any of the other Party's personnel who have been directly involved in this Agreement for a period of three (3) months from the earlier of the termination of such individual's employment at the other Party or the last day Services were rendered under this Agreement or termination of this Agreement, unless agreed to in

writing by the other Party. This section shall not apply to individuals responding to an employment advertisement. The provisions of this Section shall survive termination of this Agreement.

10. Vendor Personnel. Vendor shall hire skilled and trustworthy personnel to take all necessary care to prevent loss or damage to Beacon's medical records, files or any other documents, regardless of the media, (collectively as "Documents") stored created or used in performing Services hereunder. If any Documents are lost, damaged or destroyed through fault of Vendor's personnel, Vendor shall pay for all expenses necessary to re-create the Documents. Vendor's personnel shall conform to the requirements of law and to the rules and regulations of Beacon, including those regarding personnel identification and conduct. Beacon has the right to request removal of any of Vendor's personnel from performing Services hereunder for any reason.
11. Submission of Invoices. Vendor shall submit invoices for rendered Services, which describe in reasonable detail the Services for which Beacon are being billed. This invoice shall include a description of the Services provided, for whom they were provided, the hours and date(s) of Services, the Vendor's tax identification number, any requisite tax reporting forms, and the portion of the total project cost that these hours represent. The Parties agree that the total payment for all Services and the payment schedule pursuant to which Vendor is to be paid are described in Exhibit A.
12. Termination. This Agreement shall be for the Term set forth in Section 3 hereof. Notwithstanding the foregoing, this Agreement may be terminated earlier as follows:
 - a. Without Cause Termination. Beacon may terminate this Agreement (including but not limited to any SOWs in effect at the time of termination) at any time without cause effective upon thirty (30) days prior written notice. Vendor understands that during this notice period, Services will continue to be required only on an "as-needed" basis. In the event of early termination of Services, Vendor shall be entitled to compensation through the date of termination; however, to the extent that compensation has been paid by Beacon in advance of Services being rendered, then Beacon shall be entitled to a return of fees, on a pro-rata basis, attributable to the period of time following termination. Vendor may also terminate the contract without cause upon thirty (30) day notice.
 - b. For Cause Termination. If either Party defaults in the performance of any of its duties and obligations under this Agreement, and the default has not been substantially cured within ten (10) days after written notice has been given to the defaulting Party, then the Party not in default may, upon written notice to the defaulting Party, terminate this Agreement as of a date specified in that notice and may avail itself of any remedies available at law or in equity. Notwithstanding the foregoing, Vendor agrees that Beacon shall have the right to immediately terminate this Agreement as set forth in any Business Associate Agreement if Vendor has violated a material term thereof.
 - c. Termination of all Statements of Work ("SOW"). The Term of this Agreement shall automatically terminate upon the effective date of termination or expiration of the last SOW hereunder to expire or be terminated.
 - d. Prohibition on Criminally Charged or Excluded Owners, Individuals or Entities. Vendor warrants and agrees that, to the best of its knowledge, its employees and/or staff who perform Services (together, "Verified Individuals") have been, are not nor are proposed to be (i) charged with a criminal offense involving government business, (ii) included on the List of Excluded Individuals and Entities (LEIE) posted by the Office of the Inspector General of the Department of Health and Human Services (OIG) or by the applicable state's Office of the Medicaid Inspector General (OMIG) on their respective websites, or (iii) indicated as being debarred on the Excluded Parties List System (EPLS) or the System for Award Management (SAM) websites, each administered by

the General Services Administration (listings individually as "Excluded List" and collectively as "Excluded Lists"). Vendor shall provide immediate notice to Beacon in the event that it or any of its Verified Individuals becomes or is proposed to be: (i) charged with a criminal offense involving government business; or (ii) listed on an Excluded List or otherwise debarred from performing services paid for by government monies. Vendor understands and agrees that any of the Verified Individuals being charged or included on any of the Excluded Lists may be grounds for immediate termination of the Agreement. Vendor further understands and agrees that Beacon shall not make payment hereunder for any services performed by Vendor while it is charged with a crime involving government business or listed on an Excluded List and that, upon being or proposed to be so charged or placed on an Excluded List Vendor shall immediately cease performing Services hereunder.

13. Records. Notwithstanding any provision to the contrary in this Agreement or in a Statement of Work, Vendor covenants and agrees that it shall not withhold under any circumstance any records of Services provided hereunder, including, but not limited to, one for unpaid compensation on the part of Beacon). This provision of this Section shall survive the Agreement's termination, breach or any other legal right to cease performance by Vendor.
14. Discrimination. Vendor agrees that, in conformity with applicable law and regulations (including, but not limited to, 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a)), it shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities. Vendor further agrees that it will not discriminate against individuals based on their race, color, religion, sex, or national origin.
15. Pre-Placement Requirements. If any of Vendor's employees or agents will perform Services under this Agreement on-site at Beacon or have access to PHI, such individuals must have undergone a pre-placement employment screening as set forth in Beacon's policies and procedures (including but not limited to criminal background checks), as amended from time to time.
16. Insurance. Vendor agrees to insurance in such minimum amounts and under the terms set forth in Exhibit B, which is attached to and made part of this Agreement as if fully set forth herein. Acceptance by Beacon of insurance under terms other than as listed in Exhibit B shall not serve as a waiver or modification of Beacon's rights to require performance at a later time.
17. Medicare Advantage/CFAD: Vendor acknowledges that Beacon has entered into payor contracts relating, amongst other things, to Medicare Advantage products and to the Capitated Financial Alignment Demonstration Model (a national demonstration program for people dually eligible for Medicare and Medicaid). In the event that the terms of the payor contracts require that this Agreement incorporate specific contractual terms that are not otherwise included herein, then Vendor shall fully cooperate with Beacon in amending this Agreement to add the requisite terms.
18. General Terms.
 - a. Notices. All notices, requests and other communications to any Party will be in writing and will be addressed to the receiving Party's address set forth below or to such other address a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by certified mail, return receipt requested, postage pre-paid, as follow:

If to Vendor: City of Omak
PO Box 72 / 2 N Ash Street
Omak, WA 98841

If to Beacon: Beacon Health Options, Inc.
240 Corporate Blvd.
Norfolk, Virginia 23502

with a copy to

Beacon Health Strategies LLC
200 State Street, Suite 302
Boston, MA 02109
Attention: General Counsel

All notices, requests and other communications hereunder will be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier service, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, if sent by certified mail, on the date of actual receipt, as evidenced by receipt itself.

- b. Amendment. This Agreement constitutes the entire understanding of the Parties and supersedes all prior representations and understandings, whether oral or written with respect to the Services performed under this Agreement. Any amendments or modifications will not be effective unless mutually agreed upon in a writing signed by an authorized representative of each Party. Notwithstanding anything to the contrary in the foregoing, the Parties agree that this Agreement shall be modified as is necessary for Beacon to comply with any changes required in regard to Protected Health Information or Electronic Protected Health Information, as set forth in any Business Associate Agreement.
- c. Waiver. No failure to exercise and no delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall it affect the right of such party to require performance at a later time.
- d. Independent Contractors. This Agreement is not intended and is not to be construed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Vendor at no time shall hold itself out as Beacon's agent for any purpose, and shall have no authority to bind Beacon to any obligation. Each Party agrees to assume complete responsibility for itself and its own employees, agents and representatives with regard to federal and state taxes, employer's liability, health care coverage, workers' compensation, social security, and unemployment insurance, occupational safety and health administration requirements and all other federal, state and local laws. The Vendor expressly agrees and acknowledges that Beacon is not responsible to pay or withhold, on behalf of Vendor or any of Vendor's employees, agents or representatives, any state or federal income taxes, self-employment taxes or any other taxes that may be payable as a result of the compensation paid for the services rendered by Vendor. Neither the Vendor nor any employee, agent or representative of the Vendor shall have a claim against Beacon for vacation pay, paid sick leave, retirement benefits, health care coverage, social security, workers compensation, disability, professional malpractice or unemployment insurance benefits or any other employee benefit of any kind. Vendor agrees to indemnify and hold harmless Beacon from any and all loss or liability incurred by Beacon and arising from the Vendor's failure to make any such payments or withholdings and/or to provide such benefits, if any. The provisions of this Section shall survive termination of this Agreement.

- e. Headings. The headings contained in this Agreement are for convenience of reading and are not intended to have any substantive significance in the interpretation of this Agreement.
- f. Taxes. Except for sales and use tax applicable to products purchased under this Agreement, Vendor is responsible for payment of all taxes arising out of this Agreement.
- g. Applicable Law. This Agreement will be governed by and construed according to the laws of Washington, exclusive of its conflicts of laws statute, and any dispute shall be resolved in the proper state or federal court in Washington. The provisions of this Section shall survive termination of this Agreement.
- h. Assignment. This Agreement, and any of its rights and obligations hereunder, may not be assigned by any Party without the prior written consent of the other Party(ies), and such consent may be withheld in any Party's sole discretion.
- i. Inurement. This Agreement shall bind and inure to the benefit of the Parties, their parent and affiliated corporations and their respective transferees, successors and permitted assigns.
- j. Use of Name. Vendor may not use Beacon's name or logo except with Beacon's prior written approval of the specific intended use.
- k. Severability. In the event that any portion of this Agreement is determined to be void or unenforceable, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law, and the remaining provision will continue in full force and effect. In the event that the provision cannot be reformed so as to reflect as nearly as possible the original intent of the Parties, then this Agreement may be terminated by either party upon written notice upon the other, and no further obligations shall be owed by the Parties to each other.
- l. Counterparts. This Agreement may be executed counterparts and by facsimile, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties further agree that an electronically scanned email signature or facsimile signature shall have the same legal significance (for this document and any counter parts only) as an original signature.
- m. Meaning of terms. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities. This Agreement shall not be construed as having been drafted by one party as opposed to the other.
- n. Survival. As of the effective date of termination of this Agreement, no party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, any provision of this Agreement creating obligations beyond the term of this Agreement shall survive the termination of this Agreement, regardless of the reason for such termination. Moreover, termination in accordance with the terms of this Agreement shall not affect any rights or obligations arising prior to the effective date of termination.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF OMAK

By: _____

Name:

Title:

TIN: 91-6001262

_____ Date

BEACON HEALTH OPTIONS, INC.,

By: _____

Name:

Title:

_____ Date

**Exhibit A: Scope of Work
Co-Responder Program**

I. Program Overview.

- (1) The Co-Responder model pairs first responders and behavioral health specialists to respond to behavioral health-related calls for service. These teams utilize the combined expertise of the first responder and the behavioral health specialist to de-escalate situations and help link people with behavioral health issues to appropriate services. There are generally two approaches: 1) a first responder and behavioral health specialist ride together in the same vehicle for an entire shift or 2) the behavioral health specialist is called to the scene and the call is handled together.

II. Program Requirements.

1. Program Goals:

- a. Prevention of unnecessary incarceration and/or hospitalization of mentally ill individuals.
- b. Providing alternate care in the least restrictive environment through a coordinated system-wide approach.
- c. Preventing duplication of mental health services.
- d. Facilitate the return of first responders to first responder activities.

2. Population Served

- a. Individuals in the community experiencing a behavioral health crisis or other issue that precipitates a call for first responder service

3. Essential Elements and Services

- a. On-Scene Crisis Response
 - i. Crisis de-escalation
 - ii. Behavioral health screening and assessment
 - iii. Call disposition planning
- b. Services
 - i. Referral, linkage and resource acquisition to community-based services
 - ii. Outreach and linkage to families, when appropriate
 - iii. Peer support
 - iv. Care coordination with systems of care

III: Maximum Contract Amounts.

- (1) Beacon shall have no obligation to pay for costs or claims in excess of the amounts listed below for the identified periods, unless this contract is amended pursuant to the terms of the Agreement.

- (2) Definitions:

a. Payment Method:

i. Cost Reimbursement means the Vendor will submit monthly invoices to Beacon for actual costs to be reimbursed up to the contract maximum. At a minimum, invoices should include itemization of staff time (hourly rate x items charged), overhead, supplies, etc.

- (3) The following table outlines the maximum amounts funded under this contract for the stated period. Unspent funds do not carry over after March 14, 2023.
- (4) Monitoring Vendor spending against the funds allocated in this Amendment is the responsibility of Vendor. Beacon supports this responsibility by providing Vendor with periodic Finance Memos that include payments made by Beacon to Vendor and any remaining funds available for that fiscal year.
- (5) Invoices shall be submitted monthly within 20 calendar days of the end of the period being billed. Final invoices must be submitted within 20 calendar days of the end of state fiscal year or grant funding year. **Invoices not received within these timeframes may be denied for payment.**

**Table 1
Maximum Contract Amounts
February 1, 2022 – March 14, 2023**

Program or Service	Payment Method	Fund Source	Total
Co-Responder Program (1.0 FTE Behavioral Health Staff + \$4,400 Program Supplies)	Cost Reimbursement	MHBG COVID BH-ASO Treatment Crisis Services	\$61,600
		SABG COVID BH-ASO Treatment Funding	\$32,800
Grand Total			\$94,400

IV. Compliance.

- (1) Comply with all applicable state and federal laws, rules, and regulations related to services rendered to Eligible individuals, and applicable requirements of the Beacon and Washington State Health Care Authority Contract.
- (2) Comply with Beacon's Program Integrity requirements and HCA approved Program Integrity policies and procedures.
- (3) Implement procedures to screen employees, contractors, subcontractors, volunteers, and Board of Directors to ensure individuals are not excluded from participation in Federal programs. Screening will be completed upon hire and monthly thereafter.
- (4) Guard against Fraud, Waste and Abuse by creating a Compliance Plan that includes:
 - a. Implementing written policies, procedures and standards of conduct, including whistleblower protection
 - b. Designating a Compliance Officer and Compliance Committee

- c. Conducting effective ongoing training and education of employees and volunteers
 - d. Developing effective lines of communication
 - e. Enforcing standards through well-publicized disciplinary guidelines
 - f. Conducting internal monitoring and auditing
 - g. Responding promptly to detected offenses and developing corrective actions;
- (5) Participate in Beacon required or HCA sponsored Quality Improvement activities.
- (6) Keep records necessary to adequately document services provided in a manner consistent with state and federal laws and regulations.
- (7) Provide Beacon and/or Payors with timely access to records, information and data necessary for Beacon and/or Payors to meet their respective obligations under their Contract;
- (8) Submit all reports and clinical information required by Beacon and/or Payors that may be required by Contract(s) and to ensure the quality, appropriateness and timeliness of contracted services;
- (9) Notify Beacon when a Washington State entity performs any audit related to the activities contained in this contract, and submit any report and corrective action plan related to the audit to Beacon.

V. Additional Provisions Required of the Washington State Health Care Authority (HCA).

- (1) Vendor shall not subcontract services identified in this contract without the express permission of Beacon Health Options. In the event subcontracting is approved, all requirements contained in this contract must be included in any subcontract (45 CFR 92.35).
- (2) The Vendor shall inform, post, and guarantee that each Individual has the following rights in compliance with WAC 246-341-0600:
- a. To information regarding the Individual's behavioral health status.
 - b. To receive all information regarding behavioral health treatment options including any alternative or self-administered treatment, in a culturally-competent manner.
 - c. To receive information about the risks, benefits, and consequences of behavioral health treatment (including the option of no treatment).
 - d. To participate in decisions regarding his or her behavioral health care, including the right to refuse treatment and to express preferences about future treatment decisions.
 - e. To be treated with respect and with due consideration for his or her dignity and privacy.
 - f. To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

- g. To request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. Part 164.
 - h. To be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the Vendor treats the Individual.
- (3) The Vendor shall ensure Individual self-determination by:
 - a. Obtaining informed consent prior to treatment from Individuals, or persons authorized to consent on behalf of an Individual, as described in RCW 7.70.065;
 - b. Complying with the provisions of the Natural Death Act (Chapter 70.122 RCW) and state rules concerning Advance Directives (WAC 182-501-0125); and,
 - c. When appropriate, informing Individuals of their right to make anatomical gifts (Chapter 68.64 RCW).
- (4) Participate in training when requested by the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to staff.
- (5) Vendor shall investigate and disclose to Beacon and HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
- (6) Vendor shall require nondiscrimination in employment and Individual services.
- (7) Vendor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in RCW 43.43 and, WAC 246-341.
- (8) Vendor shall comply with Beacon's fraud and abuse policies and procedures.
- (9) Vendor shall not assign this Agreement without Beacon's written agreement.
- (10) Vendor shall accept payment from Beacon as payment in full and shall not request payment from HCA or any Eligible Individual for Covered Services performed under this Agreement.
- (11) Vendor agrees to hold harmless HCA and its employees, CMS and its employees, and all enrollees served under the terms of this Agreement in the event of non-payment by Beacon. Vendor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Vendor, its agents, officers, employees or contractors.
- (12) If, at any time, Beacon determines that Vendor is deficient in the performance of its obligations under the Agreement, Beacon may require Vendor to develop and submit a Corrective Action Plan (CAP) that is designed to correct such deficiency.
 - a. Beacon shall approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan will correct the deficiency.

- b. Vendor shall, upon approval of Beacon, immediately implement the corrective action plan, as approved or modified by Beacon.
- c. Vendor's failure to implement any corrective action plan may, in the sole discretion of Beacon, be considered breach of the Agreement, subject to any and all contractual remedies including termination of the Agreement with or without notice.

(13) If the Vendor is a **faith-based organization (FBO)**, it shall meet the requirements of 42 CFR Part 54 as follows:

- a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Vendors.
- b. The FBO shall facilitate a referral to an alternative Vendor within a reasonable time frame when requested by the recipient of services. The FBO shall report to the Contractor all referrals made to alternative Vendors.
- c. The FBO shall provide individuals served with a notice of their rights.
- d. The FBO provides individuals served with a summary of services that includes any inherently religious activities.
- e. Funds received from the FBO must be segregated in a manner consistent with federal regulation
- f. No funds may be expended for religious activities

(14) Performance Evaluation. Beacon shall:

- a. At its discretion, upon reasonable notice during normal business hours, perform periodic programmatic and financial reviews. These may include on-site inspections and audits by Beacon or its agents of the records of Vendor relating to the provision of contracted services.
- b. Provide reasonable notice to Vendor prior to any on-site visit to conduct an audit, and further notify Vendor of any records Beacon wishes to review.
- c. Review and evaluate Vendor for its successful performance of all contractual obligations and its compliance with the terms of the Agreement.
- d. Inform Vendor of the results of any performance evaluations and of any dissatisfaction with Vendor's performance, and reserve the right to demand a corrective action plan or to terminate the Agreement.

(15) Loss of Program Authorization

- a. Should any part of the work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which authority has been withdrawn, or which is the subject of a legislative repeal), Vendor must do no work on that part after the effective date of the loss of program authority. If Vendor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Vendor will not be paid for that work. If Vendor

was paid in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned. However, if Vendor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to Vendor, Vendor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

VI: Mental Health Block Grant (MHBG): If MHBG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.958 for provision of services for the Block Grants for Community Mental Health (MHBG) program when funding is used.
- (2) Vendor may use block grant funds to help Individuals satisfy cost-sharing requirements for MHBG-authorized mental health services. The Vendor must ensure that:
 - a. The Vendor is a recipient of block grant funds;
 - b. Cost-sharing is for a block grant authorized service;
 - c. Payments are in accordance with MHBG laws and regulations;
 - d. Cost-sharing payments are made directly to the Vendor of the service; and
 - e. A report is provided to Beacon upon request that identifies:
 - i. The number of Individuals provided cost-sharing assistance;
 - ii. The total dollars paid out for cost-sharing; and
 - iii. Vendors who received cost-sharing funds.
- (3) Deliver MHBG services as described in the regional MHBG Project Plan for the current fiscal year approved by Beacon and the Health Care Authority.
- (4) Provide MHBG services to promote recovery for an adult with a SMI and resiliency for SED children in accordance with federal and state requirements.
- (5) Ensure that MHBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use MHBG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) MHBG funds cannot be used for the following:
 - a. Construction and/or renovation.

- b. Capital assets or the accumulation of operating reserve accounts.
- c. Equipment costs over \$5,000.
- d. Cash payments to Consumers
- e. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

- (7) MHBG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.
- (8) Participate in annual peer review by individuals with expertise in the field of mental health treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136, MHBG Service Provisions).
- (9) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.

VII. Substance Abuse Block Grant (SABG): If SABG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.959 for provision of services for the Substance Abuse Prevention and Treatment Block Grant (SABG) program when funding is used.
- (2) Vendor shall provide alcohol and drug treatment services per RCW 70.96A as described in the Services below.
- (3) Vendor may use block grant funds to help Individuals satisfy cost-sharing requirements for SABG-authorized SUD services. The Vendor must ensure that:
 - a. The Vendor is a recipient of block grant funds;
 - b. Cost-sharing is for a block grant authorized service;
 - c. Payments are in accordance with SABG laws and regulations;
 - d. Cost-sharing payments are made directly to the Vendor of the service; and
 - e. A report is provided to Beacon upon request that identifies:
 - i. The number of Individuals provided cost-sharing assistance;
 - ii. The total dollars paid out for cost-sharing; and

- iii. Vendors who received cost-sharing funds.
- (4) Meet the needs of priority populations, in priority order below, as identified in the SABG or by HCA, including but not limited to:
- a. Pregnant individuals injecting drugs.
 - b. Pregnant individuals with SUD.
 - c. Women with dependent children.
 - d. Individuals who are injecting drugs or substances.
 - e. The following additional priority populations, in no particular order:
 - i. Postpartum women (up to one year, regardless of pregnancy outcome).
 - ii. Patients transitioning from residential care to outpatient care.
 - iii. Youth.
 - iv. Offenders as defined in RCW 70.96.350.
- (5) The Vendor shall ensure that all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of a diverse population;
- (6) The Vendor shall initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under this Contract as identified in their needs assessment.
- (7) For SABG funded services, the Vendor shall ensure the following:
- a. Within available resources, ensure that SABG services are not denied to any Eligible Individual regardless of:
 - i. The individual's drug(s) of choice.
 - ii. The fact that the individual is taking FDA approved medically-prescribed medications.
 - iii. The fact that the individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen
 - b. Deliver SABG services as described in the regional SABG Project Plan for the current fiscal year approved by Beacon and the Health Care Authority.
 - c. Ensure that SABG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use SABG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

(8) SABG funds cannot be used for the following:

- a. Construction and/or renovation.
- b. Capital assets or the accumulation of operating reserve accounts.
- c. Equipment costs over \$5,000.
- d. Cash payments to Consumers
- e. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

(9) SABG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided

(10) Participate in annual peer review by individuals with expertise in the field of drug abuse treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136).

(11) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.

(12) Vendor shall ensure compliance with tuberculosis screening, testing and referral, in accordance with (42 USC 300x-24(a) and 45 CFR 96.127), in the following manner:

- a. Coordinating with other public entities to make tuberculosis services available to each Eligible Individual receiving SABG-funded SUD treatment.
- b. The services will include tuberculosis counseling, testing, and providing for or referring infected with tuberculosis for appropriate medical evaluation and treatment.
- c. In the case of an Eligible Individual in need of treatment service who is denied admission to the tuberculosis program on the basis of lack of capacity, the Vendor will refer the Eligible Individual to another Vendor of tuberculosis services.

- d. Contract for case management activities to ensure the Eligible Individuals receive tuberculosis services.

XIII. Reporting Requirements.

- (1) Provision of required reports is a condition for payment.
- (2) Failure to meet reporting requirements may result in a Corrective Action Plan (CAP)
- (3) Unless there is an established SFTP site with Beacon, reports should be submitted to the following email address, which is monitored multiple times each day: BeaconWAASO@beaconhealthoptions.com. The name of the report should be included in the email subject line.
- (4) If MHBG funding is received Vendor shall:
 - a. Using the template provided by Beacon, the Vendor shall submit a MHBG Monthly Service Report by the 10th of each month:
 - b. Provide any additional reporting as detailed in the block grant plan.
 - c. Using the template provided by Beacon, the Contractor shall submit an MHBG Annual Progress Report 2 weeks prior to the HCA due date of each contract year.
 - d. Any other reports deemed necessary by Beacon to meet its reporting requirements pursuant to the terms of its agreement with the Washington State Health Care Authority and deemed necessary by Beacon to meet its requirements to ensure quality of care and services provided to Eligible Individuals.
- (5) If SABG funding is received the Vendor shall:
 - a. For all SABG block grant funded service, Vendor will provide all data required for state and federal reporting and as detailed in the block grant plan.
 - b. Using the template provided by Beacon, the Vendor shall submit a SABG Monthly Progress Report by the 10th of each month
 - c. Using the template provided by Beacon, the Vendor shall submit an SABG Annual Progress Report 2 weeks prior to HCA due date of each contract year detailing:
 - i. All performance outcomes met or unmet, including applicable supporting data
 - ii. Barriers encountered and steps taken to remove barriers
 - iii. Lessons learned with recommendations to improve upon future service outcomes
 - d. Any other reports deemed necessary by Beacon to meet its reporting requirements pursuant to the terms of its agreement with the Washington State Health Care Authority and deemed necessary by Beacon to meet its requirements to ensure quality of care and services provided to Eligible Individuals.

- (6) Vendor will submit a co-responder implementation report describing the aggregate number of Individuals served by the co-responder and a narrative describing successes and challenges. The first report is due April 20, 2022, for the quarter ending March 31 and quarterly thereafter on July 20 (April-June), October 20 (July-September), and January 20 (October 31-December 31).
- (7) Vendor will report monthly metrics using the Co-Responder Report template provided by Beacon.

EXHIBIT B
INSURANCE REQUIREMENTS

Vendor, at its sole expense, agrees to maintain all necessary and adequate insurance to protect against losses, claims, injuries and damages that may arise in connection with the operation of its business, including, but not limited to obtaining and maintaining the below stated insurance.

1. **Workers' Compensation and Employer's Liability.** Worker's compensation coverage in keeping with statutory limits required by applicable law. Coverage shall also include a communicable disease endorsement. Employer's liability insurance with limits of not less than \$500,000 per accident per employee per disease.
2. **Errors & Omission or Professional Liability.** Errors & Omission coverage or professional liability insurance, as applicable with services provided, with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
3. **Commercial General Liability.** Comprehensive commercial general liability coverage, subject to a combined single limit of at least \$1,000,000 for bodily injury and property damage claims relating to the performance of any work under the Agreement. Such coverage shall include, without limitation, (a) coverage for any and all operations of the Vendor, sub-companies and sub-sub companies; and (b) liability for all contractual obligations of the Vendor under the Agreement.
4. **Network Security and Privacy Coverage.** Network Security and Privacy coverage to provide coverage for losses related to or arising from theft or loss of personal data owned, held or provided by Beacon, including but not limited to protected health information (as defined by HIPAA), personal information (as defined by applicable state security laws), network security and privacy coverage, credit card information, bank account information, and social security information. Such coverage shall include network security liability coverage for the unauthorized access to, use of or temporizing with computer systems, including but not limited to, hacker attacks and liability arising from the introduction of a computer virus or otherwise causing damage to Beacon's or third person's computer system, network or similar computer related property. The minimum limits of \$3,000,000 per loss for service contracts under \$500,000 and \$5,000,000 per loss for service contracts equal to or over \$500,000.
5. **Business Automobile.** Comprehensive motor vehicle coverage subject to limits of at least \$1,000,000 for any one person, \$1,000,000 for any one accident for bodily injury, and \$1,000,000 for property damage, covering all vehicles used in connection with Vendor's performance of any work under the Agreement, whether the vehicles are owned, hired, or other non-owned vehicles, and uninsured motorist.
6. **Umbrella.** Umbrella liability insurance subject to limits of at least \$5,000,000 providing excess coverage over the coverages specified in this Exhibit at Sections 1 through 5.
7. **Property and Fidelity or Crime.** All risk property insurance, including property while in transit, covering all real and personal property belonging to or under the supervision and control of Vendor, which is used in connection with the performance of any work under the Agreement, to the full insurable value of the property. Fidelity or crime coverage is to include employee theft of third party funds. Such insurance shall insure against the perils of fire and extended coverage and shall cover physical loss or damage including theft, vandalism and malicious mischief. Such insurance shall include the interest of Vendor, Beacon and each of their related entities in all facilities affected by the Agreement.
8. **Insurer Authorized to do Business in Washington.** All requisite coverages shall be provided by companies authorized to do business in Washington and have a rating of no less than A- VIII. Vendor may self-insure,

through deductibles or otherwise, for coverage described in these Insurance Requirements, subject to Beacon's sole opinion and absolute discretion and express written approval following review of representations and warranties of Vendor as to sufficiency of assets to satisfy any claims.

9. Beacon Named as Additional Insured/Loss Payee. Vendor shall cause Beacon to be named as an additional insured under the commercial general liability coverage, and Vendor shall cause Beacon to be named as a loss payee under the property and crime/fidelity coverage.
10. Claims-Made Insurance. Should the required coverage be procured on a "claims made" basis, the coverage shall be maintained in full force and effect during the entire term of any Agreement, plus for an additional run-out period that is the longer of (i) the applicable statute of limitation or (ii) seven (7) years, following the later of the last performance of services under the Agreement or termination of the Agreement. The retroactive date of coverage shall be no later than the effective date of the Agreement, such that the coverage is at least retroactive to the effective date, and there shall be no breaks in the continuity of coverage from the effective date of the Agreement through the end of the requisite run-out period. If the procurement of coverage is discontinued on an ongoing basis for any reason, then adequate "tail" coverage shall be procured for any event that may have occurred during the term of the Agreement to cover any and all remaining time on the requisite coverage period.
11. Evidence of Insurance. Evidence of the required coverage shall be provided at the time of the signing of the Agreement and upon such other reasonable written request for same to the below stated addresses. Beacon shall be immediately advised by written notice of any decrease, termination or cancellation of the insurance coverage required to be maintained no less than thirty (30) days prior to such termination, decrease or cancellation. Beacon shall be listed on any notification endorsement.

Beacon Health Strategies, Inc.
Attention: Chief Financial Officer
200 State Street, Suite 302
Boston, MA 02109



Job Description

Position Title: Outreach Specialist/ Diversion Coordinator

Reports to: Todd McDaniel Omak City Administrator

Job Type: Full-time (40-hour per week) non-permanent, non-exempt; flexible with occasional weekend and nightshifts as needed.

Position Summary:

Responsible in assisting the police department with providing diversion services and coordinating with Network Programs to provide care coordination for persons experiencing acute emotional crisis, substance use disorder, and homelessness.

Essential Duties and Responsibilities:

Law enforcement/Jail Diversion

- Act as a liaison between law enforcement agencies, Jail Administration, and Mental Health Services.
- Liaison should occur between the Omak Police Department, the Okanogan County Sheriff's Office, Colville Tribal Police Department, and the Okanogan County Prosecutor's Office.

Community Liaison

- Act as a liaison to Okanogan County Behavior Health (OBHC), the Colville Confederated Tribe Services and other community social and support services for the continued care of individuals.

Data Collection and Reporting

- Process reports, review with Sergeant's individuals who may be served by evaluation.
- Track persons or cases through the diversion and service evaluation.
- Provide updates to the City Administrator and Chief of Police on program accomplishments and needs.

In coordination with Treatment Facilities/Emergency Room, Outreach Specialist/ Diversion Coordinator will:

- Present case histories, coordinate requested assessments, documentation, hospital transfer paperwork.

Further, the Outreach Specialist/ Diversion Coordinator will:

- Complete necessary paperwork as required, meeting established timelines and making authorized entries in the record systems.
- Follow procedures for release of information and maintains complete and accurate records and reports.
- Foster teamwork and a cooperative effort for diversion and resource allocation.
- Maintain confidentiality in accordance with HIPAA regulations and RCW 70.02.230, and educate individuals on matters requiring informed consent.
- Work with community providers to support creative utilization of community resources; request staff use of specific assistance as need to support management of individuals with mental illness or acute emotional distress in the community.
- Support and model engagement with individuals with serious mental illness.
- Model assertive outreach ethic for team members.
- Advocate for the persons served when the need exists.
- Promote and teach advocacy skills to staff when needed.
- Search for and submit grant funding opportunities.
- Performs other duties as assigned.

Job Requirements:

The following are those that are normally required for performance of this position. Any disabled applicant or incumbent who does not meet one or more of the physical requirements, but who can perform the essential functions of the job (with or without reasonable accommodations) shall be deemed to meet these requirements.

Physical Requirements:

This position normally requires the physical demands of standing, walking, bending, lifting or performing other work requiring low physical exertion, talking and hearing on a regular basis to perform the job requirements. These physical demands are required up to 80% of the time. Position also requires the ability to drive with adequate vision.

Non-Physical Requirements:

Education: An Associate's Degree in Social work, Social Behavioral Sciences or equivalent or a minimum of one-year field experience in acute crisis response.

Special Skills required:

- Knowledge of Behavioral Health Care delivery to adults and children
- Knowledge of Diversion services
- Ability to work with others to accomplish objectives and achieve expected results
- Knowledge of Designated Crisis Responder protocols.
- Strong crisis assessment and stabilization skills
- Possess good verbal and written communication skills
- Uses a computer and systems effectively and adheres to the City of Omak and Omak Police Department policies and procedures

- Recognizes cultural, racial, and other issues that impact treatment, relationships, communications, and integrates that knowledge to work effectively with different cultures
- Ability to work independently and as a team member
- Promote a positive work environment
- Ability to represent the City of Omak and the departments in a professional manner within the community
- Ability to work beyond 40 hours when needed as part of salaried and exempt position
- Attend law enforcement training in Crisis Intervention Training, Patrol Tactics, Social awareness training

Requirements:

- Hold a valid driver’s license
- Successfully pass a background check for CJIS standards
- Actively working toward completion of a degree or other case management training and certification
- Must be at least 18 years of age.

Acknowledgement

This job description is intended to provide an overview of the requirements and essential functions of the position. The position may require other essential or non-essential functions, duties, and/or responsibilities not listed. It is the right of the City of Omak to change or add essential or non-essential functions, tasks, duties, and responsibilities at any time. **Signing this job description does not constitute a contract or create any obligation by either the City of Omak or the employee for continued or future employment. Employment with the City of Omak is “At Will” and may be terminated by the employee or the City of Omak with or without notice or cause.**

Employee Signature

Date

Supervisor Signature

Date

opd401

From: Connie Thomas <clerk@omakcity.com>
Sent: Monday, March 21, 2022 8:37 AM
To: opd401
Subject: FW: PROPOSED POSITION

[External Email]

Employee Medical Only

NEW POSITION - ESTIMATED

<u>Annual Salary</u>	<u>Full Family Medical/Dental, Life</u>	<u>FICA</u>	<u>2080 HRS L&I</u>	<u>Retirement</u>	<u>Unemployment</u>	<u>PFMI</u>
\$66,800	70/30 \$10,600	7.65% \$5,110	0.16035 \$334	10.25% \$6,847	0.20% \$135	\$99
\$66,800	\$10,600	\$5,110	\$334	\$6,847	\$135	\$99

From: Connie Thomas
Sent: Friday, March 18, 2022 11:15 AM
To: Dan Christensen (chief.christensen@omakpd.com) <chief.christensen@omakpd.com>
Cc: Todd McDaniel <admin@omakcity.com>
Subject: PROPOSED POSITION

NEW POSITION

<u>Annual Salary</u>	<u>Full Family Medical/Dental, Life</u>	<u>FICA</u>	<u>2080 HRS L&I</u>	<u>Retirement</u>	<u>Unemployment</u>	<u>PFMI</u>
\$53,600	70/30 \$24,939	7.65% \$5,355	0.16035 \$334	10.25% \$5,494	0.20% \$107	\$78
\$53,600	\$24,939	\$5,355	\$334	\$5,494	\$107	\$78

Connie Thomas, CMC
City Clerk
clerk@omakcity.com
509-826-1170

Public Records Disclosure Notice

*Messages sent to and from this email address may be subject to the Washington State Public Records Act
RCW 42.56*

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: April 4, 2022

Subject: **Resolution No. 26-2022** Declaration of Emergency for Sewer System
Repairs

The attached Resolution **26-2022, a Resolution of the City Council Approving of the City of Omak, Washington, Making a Finding of an Emergency Condition and Authorizing Expedited Purchasing Processes for services Necessary for Sewer System Repairs, is forwarded for your consideration.**

The Public Works crew has found manholes that have deteriorated excessively creating the potential of major sewer line blockage or collapse. The situation creates an unacceptable risk for the City, and it is necessary to move quickly to cure the problems and return the system to acceptable standards.

The attached Resolution makes a finding that an emergency situation exists due to these circumstances and authorizes the Mayor to use expedited purchasing processes to get repairs completed as soon as possible.

Preliminary estimates for repairs are estimated at less than \$150k.

I support this Resolution and urge its approval.

RESOLUTION NO. 26-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,
MAKING A FINDING OF AN EMERGENCY CONDITION AND AUTHORIZING AN
EXPEDITED PURCHASING PROCESSES FOR MATERIALS AND SERVICES
NECESSARY FOR SEWER SYSTEM REPAIRS**

WHEREAS, the public works department has identified deficiencies in our sewer system; and

WHEREAS, the deficiency need to be corrected timely to prevent unintended disruption of the sanitary sewer flows and protect public health; and

WHEREAS, immediate action will include the purchase and replacement of specific manholes and piping;

WHEREAS, the City's Engineers recommend replacing manholes with polymer constructed manholes.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, that the circumstances recited above constitute an emergency, and the Mayor is authorized to procure the goods and services necessary to make the sewer system repairs using expedited purchasing and competitive processes.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney