

Board of Directors Meeting

September 11, 2017

Jefferson Health Care, 2500 W. Sims Way (Remax Building) 3rd Floor, Port Townsend

Web: <https://global.gotomeeting.com/join/579751333>

Telephone: +1 (646) 749-3112

Access Code: 579-751-333

KEY OBJECTIVE

- Move forward several developmental administrative milestones
- Determine whether and how to pursue Apple Integrator
- Agree on technical assistance for VBP and next steps
- Agree on funds flow phase I approach and next steps

AGENDA (Action items are in red)

Item		Topic	Lead	Attachment	Page(s)
1	1:00	Welcome and Approve Agenda	Roy		
		Moment of silence	Roy		
2	1:05	Consent Agenda	Roy	1. DRAFT August 14, 2017 Board Minutes 2. Director's Report 3. Practice Transformation Hub Assessment update	1-2 3-4 5
3	1:10	Data, Evaluation, and Reporting Services	Roy	4. SBAR Data and evaluation professional services 5. NEW Data and Evaluation Contract	6 7-28
4	1:15	Personnel Policy	Roy	6. SBAR Personnel policy revisions 7. REVISED Personnel Policy	29 30-53
5	1:25	Audit Firm Recommendation	Eric	8. SBAR Audit Firm	54
6	1:30	Apple Integrator <i>Guest Presentation from Rob Arnold</i>	Roy	9. Rob Arnold Portfolio 10. SBAR Apple Integrator	55-56 57
7	2:00	VBP Technical Assistance <i>Presentation from Workgroup</i>	Elya TBD		
2:20-2:30 Break – Announce term limits					
8	2:30	Funds Flow Phase I <i>Presentation from Workgroup</i>	Elya Brent		
9	3:15	Project Plan Workplan	Elya	11. SBAR Project Plan Workplan 12. Project Plan Roster	58 59
10	3:40	Fully integrated managed care (FIMC)	Roy	13. Preliminary findings from Southwest WA 14. Considerations for MCO Procurement	60-61 62-63
11	4:00	Adjourn	Roy		

Acronym Glossary

FIMC: Fully integrated managed care

MCO: Managed Medicaid Care Organizations

SBAR: Situation. Background. Action. Recommendation.

VBP: Value-based payment

Olympic Community of Health

Meeting Minutes

Board of Directors

August 14th, 2017

Date: 8/14/2017	Time: 1:00pm - 3:00pm	Location: Jefferson Health Care Conference Room	
Chair: Roy Walker Members Attended In-Person: Chris Frank, <i>Clallam Public Health</i> , Anders Edgerton, <i>Salish BHO</i> , Brent Simkosky, <i>Jamestown Family Health</i> , Gill Orr, <i>Cedar Grove Counseling</i> , Eric Lewis, <i>Olympic Medical Center</i> , Hilary Whittington, <i>Jefferson Health Care</i> , Katie Eilers, <i>Kitsap Public Health District</i> , Tom Locke, <i>Jefferson Public Health</i> , Larry Eyer, <i>Kitsap Community Resources</i> , Caitlin Safford, <i>Amerigroup</i> Phone Members by Phone: David Schultz, <i>CHI Harrison Medical Center</i> , Joe Roszak, <i>Kitsap Mental Health Services</i> Alternate Members Attended In-Person: Mike Maxwell, <i>NOHN</i> Non-Voting Members Attended In-Person: Jorge Rivera, <i>Molina Health Care</i> , Cathy Nieman, <i>CHPW</i> , Allan Fisher, <i>United Health Care</i> Staff and Contractors: Elya Moore, <i>Olympic Community of Health</i> , Mia Gregg, <i>Olympic Community of Health</i> , Siri Kushner, <i>Kitsap Public Health District</i> , Dan Vizzini, <i>Manatt Health</i> , Maria Klemesrud, <i>Qualis Health</i> Guests: Dunia Faulx, <i>Jefferson Health Care</i> , Christine Quinata, <i>Health Care Authority</i> , Lauren Baba, <i>CCHE</i> , Vicki Kirkpatrick, <i>Jefferson Public Health</i> , Ford Kessler, Karen Pastori			
Person Responsible for Topic	Topic	Discussion/Outcome	Action/Results
Roy Walker	Welcome and Introductions	Roy called the meeting to order at 1:03pm.	
Roy Walker	Consent Agenda	Fiscal Policies and Procedures pulled off the Consent Agenda and discussed. Approved contingent upon minor edits.	Consent Agenda APPROVED unanimously
Elya	Evolution-Projects to Transformation	Discussed core assumptions, actions and strategy, measures in toolkit. Focus on provider perspective. Keep our regional demonstration focused and targets on our community’s needs, only choose what we can deliver and sustain. Three conceptual strategies: 1. Natural Communities of Care 2. Change Plans 3. Value Based Purchasing Technical Assistance Ask payers to get involved in a more participatory role. Technical Assistance to assist providers in hitting targets. OCH would play a coordinating role. Goal: Providers prepare for	MOTION 1 Form a VBP technical assistance workgroup. AMENDMENT - add SUD and Rural Health sectors. APPROVED unanimously MOTION 2 Do not pursue contract with consulting firm APPROVED unanimously MOTION 3 Add Oral Health and Reproductive, Maternal,

		and ultimately succeed in providing value-based care Add SUD providers and Rural Health Clinics to VBP Workgroup OCH is one of three ACH's that does not have a contract with international consulting firm. Discussed pros and cons of consulting. Discussion about Diversion – how to focus efforts on both jail and ED. At this point Board is not agreeing on evidence-based programs within each category.	and Child Health Project Categories APPROVED unanimously MOTION 4 Move Crossroads (CHWs in jail) into Diversion project category. APPROVED 1 abstention, Anders Edgerton MOTION 5 Do not submit Transitional Care Project Plan APPROVED unanimously
Elya	Apple Integrator Pilot: First Use Case	Care Coordination Workgroup convened twice, recommend opioid treatment use case to pilot Apple Integrator. Discussion around sustainability, technical specifications, and provider satisfaction. Board requests additional information on technical and budget details.	MOTION Invite Rob Arnold to September Board Meeting for presentation and discussion. APPROVED unanimously
Elya	Incentive Funds Flow	Discussed approach to incentive payment: - Risk Pool - Wellness Fund - Provider Incentive Payments Ask small workgroup to meet to review materials ahead of next Board meeting.	MOTION Authorize formation of a small working group to flesh out these concepts. APPROVED 1 abstention- Caitlin Safford, Amerigroup
Hilary	Financials	Reviewed financials- balance, profit and loss. Discussion of how to book revenue – waiting on audit firm to assist.	Board accepted Finance Committee's report.
Joe	VBP Action Team	This agenda item was not discussed.	
Brent	Tribe Demonstration Funding Development	This agenda item was not discussed.	
Roy Walker	Adjourn	The meeting adjourned at 3:30 pm.	

Top 3 Things to Track (T3T) #KeepingMeUpAtNight

1. Within the Demonstration, the OCH has set itself apart from the other ACHs. We ARE NOT moving forward with Pathways and we ARE moving forward with Oral Health Access and Reproductive, Maternal and Child Health. Several people outside of our community have referred to the OCH as “rogue”; a title with both an element of excitement and risk.
2. Looking towards the project plan deadline (November 2017) and the implementation plan deadline (June 2018), it has become apparent that the skills and talent the OCH will need will change with each milestone. This poses challenges in staffing the organization.
3. As we begin funds flow planning, continuous, close engagement with provider partners is essential. The ambitious timelines and competing demands pose significant bandwidth challenges.

Upcoming OCH meetings:

- Opioid Treatment Workgroup, Port Townsend, September 11, 10 am to 12:30 pm
- Regional Health Assessment and Planning Committee, Port Townsend, September 12, 10 am to 12 pm
- Partner Convening, **Port Gamble**, September 21, 9 am to 12 pm **Please note the venue change from Kingston to Port Gamble! **
- Opioid Prevention Workgroup, Poulsbo, September 25, 10 am to 12 pm
- Opioid Steering Committee, Sequim, September 26, 10 am to 12 pm
- Executive Committee, September 26, 12 pm to 2 pm
- Finance Committee, October 3, 1 pm to 2:30 pm

Staffing Changes

Help us welcome two new staff into the OCH family.

- Claudia Realegeno joined us as an executive assistant August 28th. With training in psychological research, four years in technology and analytics, and direct experience with diverse populations such as runaway youth and survivors of domestic violence, Claudia brings a broad perspective and passion for person-centered healthcare. Welcome Claudia!
- Margaret Hilliard joins us as an office and administrative coordinator September 18th. Margaret has worked for the past two years in the Kitsap Public Health District accounting department. Prior to this, she spent two-and-a-half years bringing a start-up company online. Margaret is a jack-of-all-trades and has the energy and skills to help the OCH run smoothly. Welcome Margaret!
- Mia Gregg left the organization August 25th and is now working with WSHA.

Executive Committee – MCO Meetings

The Executive Committee has met with 4 of the 5 MCOs to discuss how to coordinate Domain 1 work and project plan development to align/support/leverage the MCO's VBP goals. The final meeting will take place September 15 with Coordinated Care. Key themes have been emerging around value-based payment, integration and sustainability beyond the Demonstration.

Change Plans and North Central ACH

OCH is planning a workshop in Wenatchee in October to meet with staff from the North Central ACH. NCACH is the architect of the change plan concept. The goal of the workshop is to dial-in the change plan, ensuring alignment with the toolkit and external forces such as MACRA, HEDIS, and payer contracts.

West End

OCH spent two days in late August in Neah Bay and Forks to visit the hospital, the clinic, and the Makah tribal center and clinic. The purpose of this excursion was to better understand the needs and challenges among our west end partners. It was also a great excuse to explore Neah Bay and decompress after a challenging Phase II Certification process.

Term of Office Lottery

New term limits will be announced at the next Board meeting as per the OCH bylaws: *During the first year after adoption of these Bylaws, Directors shall be elected to an initial one-year (1) term. For the purpose of staggering the terms, following the initial one-year term, thirty (30%) of the Board of Directors shall serve a one (1) year term and the remaining Directors shall serve a two (2) year term. The initial groups shall be determined by a lottery. Thereafter, each Director's term of office shall be for two (2) years, which shall end on the latter of the date of the annual meeting or succession of a new director. At the end of three (3) consecutive terms, each sector has the option to nominate the same Candidate or to nominate a new Candidate to represent the sector on the Board. Term of Office does not apply to Tribes.*

Health Care Authority Site Visit

As standard procedure under the State Innovation Model Grant with the HCA, and because we are subrecipients of this grant, each year the OCH will receive an HCA Site Visit for audit purposes. This visit is scheduled for September 22nd. Staff is meeting to review the audit preparation materials from last year's audit to ensure a smooth audit this year.

Bi-Directional Integration and Primary Care Transformation

Clinical assessments (see attachment 3) are in full swing! The Integration team is led by Rochelle Doan and supported by an incredible team: Maria Klemesrud, Practice Transformation Coach, Jody Carona, Health Facilities expert, and Lisa Rey Thomas, Opioid Response Lead. The assessment phase will wrap up mid-September. The assessment will inform the Change Plans and help the OCH link incentives directly with each practice based on the practice's needs and willingness.

501c3 Application Status

The first draft of the 501c3 application is complete and is with the CFO hired service for review.

Outreach and Engagement

- Olympic Peninsula Healthy Communities Coalition, August 16
- North Olympic Health Network, Port Angeles, August 17
- Forks Community Hospital and Bogachiel Clinic, Forks, August 29
- Makah Tribe, Neah Bay, August 30
- Salish BHO Executive Board Meeting, September 1
- Legislative Staff Meeting, Olympia, September 6
- Community Voices Committee, Bremerton, September 13
- Healthcare and Wellness Committee, Port Townsend, September 15
- Salish BHO Executive Board Meeting, Sequim, October 20

Clinic-Based Assessments To-Date

Report generated August 31, 2017

*These assessments will be used to build the OCH Project Plan for Bi-Directional Integration and Primary Care Transformation (due November 2017).**They will also form a baseline for implementation plans (due June 2018)*

Organization Name	Practice Type (PC/BH/SUD)	Coach- Connector Service Provided	Tribal clinic (Y/N)	Assessment completed (Date)	Assessment (PCMHA or MeHAF or Both)
North Olympic Healthcare Network	PC	YES	N	8/24/2017	PCMH-A
Kitsap Medical Group	PC	YES	N	4/14/2017	PCMH-A
Kitsap Medical Group	PC	YES	N	4/14/2017	PCMH-A
Kitsap Medical Group	PC	YES	N	4/14/2017	PCMH-A
Port Gamble S'Klallam Behavioral Health Center	BH	YES	Y	3/21/2017	MeHAF
Port Gamble S'Klallam Health Center	PC	YES	Y	3/13/2017	PCMHA
Harrison Health Partners - Family and Internal Medicine	PC	YES	N	5/17/2017	PCMHA
West End Outreach Services	SUD BH	YES	N	6/8/2017	PCMH-A
Peninsula Community Health Services - Bremerton, 6th St	PC BH SUD	YES	N	8/23/2017	PCMH-A
Peninsula Community Health Services - Bremerton, Wheaton Way	PC BH SUD	YES	N	8/23/2017	PCMH-A
Peninsula Community Health Services - Bremerton, Almira Dr	BH SUD PC	YES	N	8/23/2017	PCMH-A
Peninsula Community Health Services - Poulsbo	PC SUD BH	YES	N	8/23/2017	PCMH-A
Peninsula Community Health Services - Port Orchard	PC SUD BH	YES	N	8/23/2017	PCMH-A
Peninsula Community Health Services - Kingston	PC BH SUD	YES	N	8/23/2017	PCMH-A
Peninsula Behavioral Health Services	SUD BH	YES	N	5/1/2017	MeHAF
Bogachiel Clinic, Forks Hospital	PC	YES	N	6/8/2017	PCMH-A
Clallam Bay Clinic, Forks Hospital	PC	YES	N	6/8/2017	PCMH-A
Kitsap Mental Health Services	BH SUD	YES	N	7/19/2017	MeHAF
Discovery Behavioral Health	BH	YES	N	8/29/2017	MEHAF

Olympic Community of Health

S.B.A.R. Data and Evaluation Contract

Presented to the Board of Directors September 11, 2017

Situation

As per OCH Fiscal Policies and Procedures, all contracts greater than \$50,000 require Executive Committee or Board approval.

Background

At the July 2017 Board meeting, the Board discussed and approved an approach to the Design fund budget, including a budget line item of \$125,012 dollars for “Data and Evaluation Professional Services”. At this meeting, the Board also approved an organizational framework approach that included a “partnership with Kitsap Public Health” for data and analytic support.

Action

Staff is asking for Board authorization to enter into a contractual partnership with Kitsap Public Health District to provide data, analytic, and reporting services for a 12-month period. The maximum threshold for the contract is \$125,000 and covers up to 0.6 FTE of Data and Analytic Lead time (approx. \$77/hour) and 0.3 FTE of an additional Data, Evaluation, and Support person (approx. \$47/hour). KPHD has capped their indirect rate at 25% for purposes of this contract.

Proposed Recommendation

Board authorizes the executive director to enter into a contract for data, analytic, and reporting services with Kitsap Public Health District.

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
AND
OLYMPIC COMMUNITY OF HEALTH

This Professional Services Agreement (“Agreement”) is made and entered into between Olympic Community of Health, hereinafter referred to as OCH, and the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Chapter 9.52 Kitsap County Code, hereinafter referred to as “Contractor.” The parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall begin August 15, 2017 and shall be completed no later than August 14, 2018, unless terminated sooner or extended as provided for herein.
- II. **Services:** OCH requires Contractor to provide expert research and analytical support to OCH’s efforts. Scope of Work is hereto attached and hereinafter incorporated as **ATTACHMENT A**.
- III. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Assignment, Delegation and Subcontracting:** Contractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Contractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm.
- V. **Compensation:** OCH agrees to pay Contractor a total compensation not to exceed \$125,000.00 during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. Contractor will be reimbursed for travel and lodging at the federally established rate. Contractor’s indirect rate is 25%. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Agreement or after its termination, unless a provision of the Agreement expressly provides otherwise.
- VI. **Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement representative’s provision of the Agreement. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Notices shall be sent to:

If to OCH:
Olympic Community of Health
ATTN: Elya Moore
834 Sheridan Street
Port Townsend, WA 98368
(360) 633-9241
elya@olympicCH.org

If to CONTRACTOR:
Kitsap Public Health District
ATTN: Keith Grellner
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2284
keith.grellner@kitsappublichealth.org

- VII. **Billings:** Billings to OCH shall be submitted no more frequently than every 30 days, and shall be sent to:

Olympic Community of Health
Attn: Elya Moore
834 Sheridan Street
Port Townsend, WA 98368

Contractor agrees to comply with applicable rules and regulations associated with federal funds. Contractor must follow all Federal Cost Principles and Uniform Administrative Requirements associated with federal funds. Costs must be necessary and reasonable; allocable; authorized or not prohibited under federal, state, or local laws and regulations; and documented.

- VIII. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of OCH.

- IX. **Rights in Data:** All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Agreement will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by OCH. Ownership includes the right to copyright, patent, license to publish, translate, reproduce, modify, deliver, register, dispose of, and the ability to transfer these rights.

An electronic copy of all word processing documents will be submitted to OCH upon request or at the end of the job using the word processing program and version specified by OCH.

- X. **Indemnification:** The Parties to this Agreement shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by sole negligence. Solely for the purposes of this provision, Contractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

- XI. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

No Limitation. Contractor’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit OCH’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractors and personal injury and advertising injury.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to Contractor's profession. Contractor shall provide OCH with proof of liability insurance or professional errors and omissions coverage appropriate to its profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respect OCH. Any insurance, self-insurance, or insurance pool coverage maintained by OCH shall be excess of Contractor's insurance and shall not contribute with it.
2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OCH.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish OCH with original certificates and a copy of the amendatory endorsements upon request.

- XII. **Safeguarding of Information:** The use or disclosure by the Parties of any information or documents obtained by Contractor in the course of contract performance for any purpose not directly connected with Contractor's responsibilities under this Agreement is prohibited except as may be required by law.

- XIII. **Statutory and Regulatory Compliance:** The Parties shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XIV. **Compliance with State and Federal Confidentiality Laws:** The Parties shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, or RCW 70.02, and any regulations enacted pursuant to its provisions and shall sign a Business Associate Agreement which is attached hereto and incorporated hereinafter by as **ATTACHMENT B**.
- XV. **Certification Regarding Suspension and Debarment:** Contractor, by completing and returning to OCH the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to OCH the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT C**, certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
- XVI. **Records Inspection and Retention:** OCH may, at reasonable times, inspect the books and records of Contractor relating to the performance of the Agreement. The Parties will retain for audit purposes all Contract-related records for at least six years after termination of the Agreement.
- XVII. **Non-Discrimination:** The Parties shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
- XVIII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XIX. **Termination:**
- A. **For Convenience:** Either party may terminate the Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. Contractor shall be paid for work performed and expenses incurred to the date of termination.
- B. **For Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
- C. **For Cause:** If the either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be effected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.

D. For Default: Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.

- XX. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- XXI. **Choice of Law:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
- XXII. **No Waiver:** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
- XXIII. **Severability:** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- XXIV. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.
- XXV. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

OLYMPIC COMMUNITY OF HEALTH

KITSAP PUBLIC HEALTH DISTRICT

By: _____
Elya Moore, Director

By: _____
Keith Grellner, Administrator

Date: _____

Date: _____

Funding Source	
Program:	Medicaid Transformation Demonstration
Federal Contract/Grant:	CMMS
CFDA:	93.624

ATTACHMENT A

Scope of Work

Overall management and delivery of analytic projects, including timeliness, quality and value.

- Provide evaluation to support the selection, design, and ongoing monitoring of projects.
- Manage multiple resources and projects concurrently to ensure successful completion of analytic projects.
- Advise OCH Team and leadership on goals, measures, strategy, and tactics to support Demonstration projects
- Prepare community health metric analyses to inform project selection and progress monitoring.
- Serve as primary contact to partner organizations on all phases of analytic analyses from problem definition through presentation, appropriately reporting progress and results throughout projects to the Executive Director.
- Develop dashboards to oversee OCH and partner progress against project milestones.
- Define analytics ramp-up strategy and plan, integrating with strategy and technology organizations.
- Create compelling presentations which tell the analytic story, demonstrating their value by providing actionable insights with recommendations in language that resonates with diverse partners, including non-technical audiences. Support OCH team members presentations, ensuring that accurate, compelling data is a key element in all communications.
- Provide accurate work estimates and oversee delivery.
- Oversee the collection and interpretation of data and public records.
- Develop and oversee methods for consistency and data validation to ensure accurate data selection and appropriate application development.
- Assure data and measures are in place to produce program performance reports for Board, funders, contractors and other partners.
- Assist in synthesizing large amounts of data into meaningful conclusions and support any root cause analysis.
- Act as liaison to data and assessment teams within hospitals, local health jurisdictions, community action agencies, area agencies on aging and other partner organizations. Work closely with Director of Community and Tribal Partnership to liaise with tribal data teams.
- Communicate and coordinate with key partners, including staff, management, advocacy groups, consumer groups, committee members etc. to meet OCH program goals and objectives.
- Support staff, Board, committees, and workgroups to characterize community health issues using data, reports, community health needs assessments, focus groups, key informants, surveys, and community feedback.
- Work with Committees, workgroups, Department of Health, Health Care Authority staff and Healthier Washington partners to share data and information that supports OCH programs.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Olympic Community of Health (“Covered Entity”) and Kitsap Public Health District (“Business Associate”).

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the “HIPAA Rules”).

The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered entity by the Business Associate.

Section II. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Health Information, and Use.

Specific Definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement shall mean Kitsap Public Health District.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.
3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

Business Associate agrees to promptly notify covered entity following the discovery of a Breach of unsecured PHI. A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526.

If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific used and disclosures set forth below:

- a) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Section V. Termination

1. Term. The Agreement shall terminate on August 14, 2018 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

4. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

ATTACHMENT C

FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
 3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF
MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE
SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Olympic Community of Health

S.B.A.R. Personnel Policy

Presented to the Board of Directors September 11, 2017

Situation

In December 2016, the Board approved an interim OCH Personnel Policy for 6-12 months, pending legal review and finalization of OCH benefits.

Background

OCH finalized benefit selection in February 2017. The Personnel Policy underwent legal review August 2017.

Action – Summary of Revisions from Legal Counsel

1. Unpaid Sick Leave (to be more consistent with Initiative 1433)
2. Several provisions were revised to provide more consistency with OCH's status as an at-will employer
3. Rest Periods – entirely new section (to be more consistent with Initiative 1433)
4. Harassment – entirely new section
5. Benefits – reorganized to meet OCH benefit package which was approved February 2017
6. Inclement Weather – new section
7. Removed ED succession plan – this section can be placed in a separate OCH policy

Proposed Recommendation

Board approves the revised OCH Personnel Policy.



Personnel Policies

Approved on Interim Basis December 12, 2016

Revised and Approved September 11, 2017

Next review August 13, 2018

Employees who have questions or concerns about these policies should contact their immediate supervisor or the executive director.

Retaliation is prohibited

The Olympic Community of Health prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy, exercising their rights to benefits and/or or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

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These policies are a guide to employment at the Olympic Community of Health, which is called the OCH, the organization, we, and/or the OCH in these policies. These policies include all departments of the OCH.

100 INTRODUCTION:

101.1 Our Vision for our Internal Operations

The OCH has a critical mission in our region. To fulfill that mission, we strive for an effective and collaborative work environment in which all of us in the OCH can perform our jobs creatively and effectively. The OCH promotes an environment of safety, trust, professionalism, respect, accountability, and personal and professional growth.

102.1 Purpose and Applicability

1. These policies are intended to promote the OCH's mission, vision, and objectives throughout program operations and in dealing with personnel.
2. These policies are broad and general guides to employment at the OCH. OCH work rules may also be formulated to further define and describe various policies in more detail. These policies are not statements of how specific situations will be handled and should not be read with that degree of specificity. All employees are encouraged to consult their immediate supervisor or the executive director if they have questions about policies.
3. These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which an employee may rely, or as a guarantee of employment for any specific duration. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of OCH employees.
4. OCH policies are intended to comply with all applicable federal, state and local laws. If any portion of these policies ever conflicts with a law, rule, or regulation that applies to the OCH, the legal requirement will take precedence over the policy.
5. These policies apply to all classifications and to all employees of the OCH. Because the employment relationship between the OCH and the executive director is unique, language in this policy that conflicts with the executive director's contract will be resolved in favor of the contract.
6. No supervisor or other representative of the OCH is authorized to make any representation to any employee which is inconsistent with these policies, unless it is in writing and signed or ratified in advance by the executive director and the Board of Directors.

103.1 Implementation

1. Basic policy for the OCH is established by our by-laws and amplified by these policies.

2. The Board of Directors is ultimately responsible for all personnel action within the OCH. The executive director has the authority and responsibility to act on the Board's behalf regarding policy implementation, and although much authority and many responsibilities may be delegated, the executive director is ultimately responsible to the Board for the effective and proper management of the OCH.

104.1 Review and Revision

These policies are reviewed annually and updated if needed. The executive director will review and recommend updates to the OCH Board of Directors for final approval. Employees will be notified when policies are updated. Changes will be effective immediately unless the revision states otherwise. Employees should notify their immediate supervisor of any questions or problems resulting from a revision to policies.

200 EMPLOYMENT CLASSIFICATIONS:

201.1 Regular Positions

Most positions within the OCH are defined as "regular" positions, which are designed to fill ongoing needs at the OCH. The specific requirements of various positions may change from time to time, and the individuals who fill these positions may change. Employees who work in regular positions are hired and paid by the OCH, entitled to all applicable OCH compensation and benefits (see Sections 600 and 700), and subject to all OCH policies.

202.1 Temporary Positions

1. Temporary positions are utilized for defined periods as needed, at peak workload periods, or for special projects. Employees filling temporary positions are hired and paid directly by the OCH. Temporary positions are limited to a period of 6 months. Employees who work in these jobs are subject to all applicable OCH policies, and are entitled to certain benefits (see Sections 600 and 700).

2. An employee that is hired into a temporary position working 20 hours or more per week, and later accepts the same or a similar regular position without a break in employment will retain the original hire date for certain benefits eligibility.

203.1 Acting / Interim Appointments

Acting appointments are temporary appointments made in an emergency, due to the absence or resignation of an employee, or during a workload peak. The executive director and/or Board of Directors will appoint individuals to acting appointments, and will determine the compensation and terms of service for acting appointments.

204.1 Contingent Positions

Contingent positions provide services for special programs and projects not covered by or budgeted for regular or temporary positions. Contingent positions include on-call employees, federal and state funded work training programs, volunteers, education based interns, work-study students, persons employed through temporary employment services, and leased employees. Services from contingent workers may be extended as needed by the OCH.

Persons in contingent positions do not qualify for OCH benefits. OCH policies regarding hiring and compensation do not apply to these positions, but persons filling contingent positions must comply with OCH standards of professionalism and conduct and all applicable policies while working for the OCH.

205.1 Full-time Positions

Full-time positions are those for which the normal workweek is 40 hours per week. Persons who work full-time are entitled to all applicable OCH benefits within their employment classification.

206.1 Part-time Positions

Positions are considered part-time when regularly scheduled for less than 40 hours per week. Applicable OCH paid leave benefits will be prorated in proportion to hours worked for employees in these positions who work 20 or more hours per week, but less than 40 hours per week.

207.1 Exempt and Non-Exempt Positions

1. "Exempt" means that a position is not covered by federal and state laws, which require overtime compensation. Primary responsibilities of these positions are defined by federal and state labor regulations, and include duties such as management, supervision, hiring, or planning. Determination of whether or not a position is exempt is made on an individual basis because the laws and regulations are complex.
2. All positions that do not meet the legal criteria required to qualify as exempt (see above) are non-exempt. Employees in non-exempt positions are entitled to compensation for overtime hours.

300 PERSONNEL ADMINISTRATION, RECRUITMENT, SELECTION, AND HIRING:

301.1 Equal Opportunity Employer

The OCH is committed to providing equal opportunity under the law; we do not tolerate unlawful discrimination of any kind. We are committed to assuring that considerations of race, color, national origin, religion, gender, gender identification, sexual orientation, pregnancy, age, disability, military status, or family responsibility status shall not form the basis for any employment decision. Whenever possible, we are committed to determining reasonable accommodations for staff and applicants with disabilities and to full compliance with all discrimination laws.

302.1 Affirmative Action

1. We monitor our employment practices to ensure that all aspects of employment with our OCH, including recruitment, hiring, selection, promotion, job assignment, pay, fringe benefits, working conditions and all other conditions of employment, are fair and unbiased.
2. We are committed to ongoing assessment of OCH policies and practices and their effects, to assure that policies and practices prevent discrimination and promote diversity and sensitivity throughout our OCH.

303.1 Employment At Will

1. The OCH retains the flexibility to make personnel decisions which best serve the needs and responsibilities of the OCH, even if those needs may conflict with the interests of individual employees.
2. To further these commitments, the OCH adheres to the "employment at will" doctrine, which allows both the OCH and each OCH employee to terminate the employment relationship at any time and for any reason, as long as the reason is not an unlawful one.

304.1 Accommodation of Disabilities

1. The OCH is committed to the principles of federal and state laws requiring employment of people with disabilities. We will comply with those laws and assure that applicants and employees receive reasonable accommodation for disabilities that would otherwise prevent them from adequately performing their jobs.
2. In order for the OCH to make reasonable accommodation, employees must inform us in writing about the need for accommodation and the kind of accommodation required.

305.1 Recruitment, Selection, and Hiring

1. The OCH is committed to providing an effective and lawful recruiting, screening, interviewing, and selection process, and to hiring individuals upon the basis of their qualifications and ability to do the job to be filled.
2. All offers of employment at OCH are contingent upon clear results of a background check. Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary.
3. All offers of employment at OCH are contingent upon successful completion of the human resources onboarding policies and procedures.
4. To enhance the employment opportunities of our employees, interns and volunteers, the OCH supports promotion and transfer from within the OCH when appropriate. Notices of vacancies will be given to current employees, interns, and volunteers so that qualified candidates can apply for the position.

The decision to post positions internally or internally and externally is left to the executive director's discretion.

In some cases, a position may not be posted. When a position is redefined as the result of a restructure or a reclassification, it will not be posted. In these situations, a current job description is revised, adding or deleting responsibilities but leaving the majority the same. As such, a vacancy is not being filled; a position is redefined to better meet the needs of the department.

In some cases, an open position may be filled on a temporary basis without a recruiting process. This is the exception in times of immediate need. Temporary positions may last up to a maximum of six months or 1040 hours, whichever comes first. Once the position changes to "regular" status,

a recruitment process is completed internally at a minimum. The temporary employee may apply for the position.

5. The executive director is the official appointing/hiring authority for all employees (except for the executive director position). The executive director may delegate the selection and hiring duties, but may not delegate the responsibility for approving dismissals, suspensions, or layoffs.

306.1 Record Keeping and Confidentiality

1. Personnel records are kept in order to maintain employment-related information and comply with government record keeping and reporting requirements.

2. The OCH recognizes the importance of confidentiality in record keeping, both for the integrity of individual staff members and for OCH programs and administration. For this reason, we maintain a personnel record keeping system that is as confidential as possible. Only human resources staff, supervisors and others with an employment-related need-to-know may inspect the file of an employee. Records may also be inspected or released by subpoena or other legal process. Individual employees are expected to provide information necessary to update their records, and may inspect their own personnel records by advance written request to the executive director.

400 CONDITIONS OF EMPLOYMENT:

401.1 Date of Hire

The date of hire of all employees shall be their most recent date of hire. In the case of employees who were hired by Kitsap Public Health District (KPHD) prior to February 1, 2017, their date of hire will be the date of hire at KPHD. For purposes of benefit calculation and eligibility, previous periods of employment will not be considered except for employees whose previous “regular” employment ended within the previous year due to a lack of work/funds layoff or similar circumstances, which do not involve fault or voluntary resignation of the employee. If applicable, last hire date will be adjusted by “non-worked” hours in the previous year.

402.1 Introductory Period

1. The first six months to one year of employment in a position will be considered an introductory period. Specific duration may vary by program. OCH

2. The introductory period is a time of learning and orientation. Employees are encouraged to ask questions and seek feedback about their performance during the introductory period. The employee's work performance may be evaluated in more detail and with more frequency during this time.

3. At the beginning of each new position, employees will enter a new introductory period.

403.1 Performance Review

Regular performance reviews will be conducted at least annually for most positions, designed to spur discussion of an employee's strengths, accomplishments, potential growth and improvement areas, as well as specific performance-related goals or work plans. Any employee who has not received an evaluation within the past year, or who has questions about his or her performance,

may request a performance evaluation at anytime.

404.1 Confidentiality

1. From time to time nearly every employee of the OCH will learn or have access to information that is sensitive and/or confidential. Examples of confidential material would include personal information about patients, clients or others with whom we work; medical or personal information about coworkers, financial information about individuals or about the OCH itself, names of OCH clients; and sensitive or personal information about the OCH, its staff and volunteers, or our clients. All this information is confidential, and none of it may be disclosed outside the OCH itself. Within the OCH, confidential information may be shared only when it is job-related or related to the operations of the OCH, and then may be shared only with supervisors or others who have a work related need to know the information.
2. Maintaining confidentiality is critical to our success as an OCH and to our ability to help our clients and maintain their trust. Employees who have any question about confidentiality, whether related to their job or to some other aspect of the OCH's operations, are urged to discuss the question fully with their supervisor.

405.1 Anti-Nepotism

1. The OCH is committed to employment practices that do not place employees in potential conflict with members of their immediate family. The object of this policy is to avoid the conflict that may occur when employees who have family or family-like relationships work together. To avoid the work assignments that permit such a conflict, the OCH has to know about the relationship. We expect employees to tell their supervisor if they are assigned to work with a family member or a person whose relationship is equivalent to that of a family member.

Definition: We recognize that "family" can be created by birth, marriage, or association. At a minimum, immediate family members include any of the following persons: husband, wife, domestic partners, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step children, step parents, step brother, step sister, step-in-laws, aunts, uncles, or grandparents. People who share a residence will be considered the equivalent of family members.

2. No person shall hold a job over which a member of the immediate family exercises supervisory authority, directly or by virtue of service on a board or committee that oversees or may affect the job.

406.1 Outside Employment

Employees must seek permission from their supervisor to engage in employment outside the OCH only if that employment does not involve a conflict of interest, a conflict with the employee's duties, or any other potentially adverse effect on OCH operations. Employees are required to let their supervisors know about outside employment.

408.1 Smoke-Free Environment

Because the OCH is dedicated to providing a healthy and comfortable work environment, smoking is prohibited within all OCH facilities and vehicles.

409.1 Fragrance Sensitivity

Because the OCH is dedicated to providing a healthy and comfortable work environment, we ask that staff use restraint when applying perfume, cologne, etc. that could trigger another employee, client or visitor's asthma and/or allergies while performing OCH business in our offices, vehicles, clients' homes and at off-site meetings.

410.1 Prohibition of Employee Harassment

1. The OCH expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, marital status, age, sexual orientation or disability (as defined under state and federal law) which includes behavior by co-workers, supervisors, vendors, citizens, or any other individual or group with whom an employee may come in contact in the course of their job duties. Improper interference with the ability of employees to perform their jobs will not be tolerated.
2. With respect to sexual harassment, the OCH expressly prohibits the following:
 - a. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - i. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - ii. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - iii. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
 - b. Offensive comments, jokes, innuendoes, and other sexually oriented statements or displays.

410.2 Discrimination Complaint Procedure

OCH is responsible for creating and maintaining an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of all co-workers. If an employee believes he or she has experienced any job-related harassment based upon sex, race, color, religion, national origin, marital status, age, sexual orientation or disability, or believes he or she has been treated in an unlawful, discriminatory manner, the employee should promptly:

- a. Report the incident to his or her supervisor. The supervisor will immediately report the information to the Executive Director who will determine how to investigate the matter and ensure that appropriate action is taken.
 - i. If an employee believes it would be inappropriate to discuss the matter with his or her supervisor, the employee may bypass the supervisor and report the complaint directly to the Executive Director. The person receiving the report shall consult with other appropriate parties, and together they will determine how to undertake an investigation and ensure appropriate action is taken. If an employee believes it would be inappropriate to discuss the matter with the Executive Director, the employee may bypass the supervisor and report the complaint directly to the OCH Board. The person receiving the report shall consult with other appropriate parties, and together they will determine how to undertake an investigation and ensure appropriate action is taken.
- b. The complaint will be kept confidential to the extent possible.
- c. If the OCH determines that an employee is guilty of harassing or discriminating against

another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

3. The OCH prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.
4. Any employee who makes a complaint in bad faith, who provides false information regarding a complaint or who engages in any form of retaliation will be subject to disciplinary action, up to and including termination.

411.1 Drug-Free Workplace

1. The OCH is committed to promoting a drug-free workplace.

Definition: "Workplace" includes any OCH facility, OCH vehicles, and private vehicles while the driver is on OCH business, and any other location at which an employee is working or acting on behalf of the OCH.

2. Possessing, using or dispensing a controlled substance, including alcohol and marijuana, is prohibited in any OCH workplace. Violation of this prohibition will result in disciplinary action or termination.

412.1 Political Activity

1. Federal law (the Hatch Act) requires that the OCH remain neutral and uninvolved in political activity. For this reason, OCH activities will be neutral to partisan politics and will not use program funds, services, staff or other resources in a manner that supports or opposes any partisan or non-partisan political activity.

Last amended 9.23.94, the Hatch Act limits the political activities of employees "...whose principal employment activities are funded in whole or in part with Federal funds." The OCH is largely funded by federal funds.

2. This rule applies only to OCH activities and the people participating in those activities. OCH employees remain free to express political opinions and to engage in partisan and nonpartisan political activities as individuals, when they are not working or in no way can be perceived as representing the OCH.

413.1 Computer Policy Statement

The OCH has the ability and authority to monitor any and all aspects of the computer system, including employee e-mail and personal use of OCH systems, for any reason. The computers and computer accounts are given to employees to assist them in the performance of their jobs. Employees should not have an expectation of privacy in anything they create, send, or receive on the computer. The computer and telecommunication system and the information generated or contained in that system are the property of the OCH.

415.1 Workplace Safety

1. The OCH is committed to providing a safe and healthy work environment for all of its employees and complying with its obligations under Washington Industrial Safety and Health Act, Chapter 49.17 of the Revised Code of Washington (RCW).

2. Employees are responsible for working as they are instructed. Employees who intentionally break safety or health rules, policies or procedures, will be disciplined or terminated.
3. Within 24 hours, employees must report all workplace injuries and accidents to their immediate supervisor along with completing an accident/illness report.
4. The OCH is mandated to report certain workplace accidents to WISHA/OSHA annually.

416.1 Solicitation

1. While our work place may provide an attractive forum for other activities, our primary responsibility is our mission. Other activities may be considered intrusions by other employees and by visitors.
2. With the exception of OCH-sponsored activities, solicitations, of any type including email solicitations, are not permitted, except in non-work areas during the non-work time of all involved. The distribution of any literature or other written material within work or client areas is prohibited. Non-employees are prohibited from soliciting or distributing literature on the OCH premises.

417.1 Professional Appearance

Staff will represent the OCH in a professional manner to the community. Clothing should be clean, professional, fit properly, and be in good repair. If you have questions about workplace attire, please check with your supervisor.

418.1 OCH Identification Badges

1. An identification badge with your name, photo and department will be issued to you on your first day of employment. Everyone is required to wear an ID badge in plain view while working, on site or representing the OCH in the community.
2. Failure to wear your ID badge can lead to disciplinary action.
3. Upon termination, employees will be required to return ID badges as part of the exit process.
4. Temporary employees, volunteers and interns will be issued ID badges with or without a photo, depending on the length of the term of service with the OCH. They are also required to wear their badges while working for or representing the OCH.

419.1 Weapon Prevention Policy

To ensure that the OCH maintains a workplace safe and free of violence for all employees and the people we serve, the organization prohibits the possession or use of perilous weapons on organization property or while performing work for the OCH. A license to carry the weapon does not supersede OCH policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination.

"Organization property" is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the company's ownership or control.

This policy applies to all company-owned or leased vehicles and all vehicles that come onto organization property.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

OCH reserves the right at any time and at its discretion to search all company- owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

Anyone with questions or concerns specific to this policy should contact their supervisor.

420.1 Workplace Violence Prevention Policy

The OCH does not tolerate threats or acts of workplace violence committed by or against its employees, volunteers, interns, contingent workers and/or property. The OCH strictly prohibits threats of or engaging in violent acts in the workplace. Domestic violence is included in this policy and has its own set of procedures to follow to ensure the safety of victims and coworkers.

NOTE: This is a zero-tolerance policy, meaning that the OCH disciplines or terminates every employee found or believed in good faith to have violated this policy.

421.1 Conflict of Interest

In the course of business, situations may arise in which an organization decision maker has a conflict of interest, or in which the process of making a decision may create an appearance of a conflict of interest. A conflict of interest occurs when there is a divergence between an employee's private, personal relationships or interests and his/her professional obligations to the organization such that an independent observer might reasonably question whether the employee's professional actions or decisions are determined by considerations of personal benefit, gain or advantage.

All employees have an obligation to:

1. Avoid conflicts of interest, or the appearance of conflicts, between their personal interests and those of the organization in dealing with outside entities or individuals,
2. Complete the OCH conflict of interest form;
3. Disclose real and apparent conflicts of interest to the Board of Directors, and
4. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict.

422.1 Ethics

The OCH requires employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All employees are expected to comply with all applicable laws and regulatory requirements that affect the OCH, department or their position.

Unethical actions, or the appearance of unethical actions, are unacceptable under any conditions.

423.1 Whistleblower Protection

All of the Olympic Community of Health's (OCH) staff, whether full-time, part-time, or temporary employees, to all volunteers, to all who provide contract services, and to all officers and directors, each of whom shall be entitled to protection shall comply with the OCH Whistleblower Protection Policy.

424.1 Copyright Statement

Employees of the OCH, may be, or may have been, from time to time involved in the creation of literary, dramatic, musical, artistic or other intellectual works in connection with their employment. Employees shall not claim copyright or other ownership interest in any such works, whether published or unpublished. Any such copyright interest or other ownership shall be solely that of the OCH.

425.1 Employees who want to Volunteer

Employees who are non-exempt must be compensated for the hours they work in their own position or performing similar duties for other supervisors, etc.

500 WORK HOURS:

501.1 Regular Working Hours

1. Working days and hours may vary among employees, depending on each employee's job responsibilities.
2. Employees are expected to notify their supervisors of anticipated absences as early as possible, so alternative preparations can be made. Failure to provide proper notification of absence from work may result in the employee not receiving payment or credit for hours not on duty, disciplinary action, or termination. This section is subject to the Paid Sick Leave section within this policy.
3. All employees must accurately record their work time in the OCH timekeeping system on a weekly basis. Employees are required to enter and save their actual work time and non-worked time and submit their timesheet at the end of each work week for approval.

502.1 Overtime Hours

1. Whenever possible, non-exempt employees should schedule working hours so that they do not exceed 40 hours in one work week. Definition of work week: Sunday through Saturday.
2. Employees who work in non-exempt positions are entitled to overtime pay at 1.5 times their regular hourly rate of pay if they work more than 40 hours in a work week.
3. Employees who hold a position covered by federal or state prevailing wage laws follow a set overtime schedule.

4. Employees are required to submit a request for overtime prior to working overtime hours. Failure to submit a request for overtime may result in discipline or termination.

600 COMPENSATION and BENEFITS:

601.1 Compensation

The OCH has a strong interest in attracting, retaining and recognizing qualified, effective staff. Criteria to inform compensation level may include innovation, internal equity, external factors, program needs and OCH resources.

602.1 Health, Welfare and Retirement Benefits

Employees who work twenty hours or more per week and a minimum of 720 hours annually in a regular position are eligible to participate in the OCH's various insurance programs and retirement plans.

The programs and eligibility criteria are explained upon hire. For purposes of benefit calculation and eligibility, previous periods of employment will not be considered except for employees whose previous "regular" employment ended within the previous year due to a lack of work/funds layoff or similar circumstances, which do not involve fault or voluntary resignation of the employee. If applicable, last hire date will be adjusted by "non-worked" hours in the previous year.

The OCH reserves the right to make changes to these programs when deemed necessary or advisable, with prior notice to affected employees.

1. Medical Insurance

The OCH offers medical coverage to eligible employees. The OCH provides a monthly premium amount and the remainder, if any, shall be paid by the employee through payroll deduction. This benefit begins on the 1st of the month following hire and ends the employees' last day of the month of employment. Dependents are not covered. However, employees can purchase dependent coverage through the OCH plan.

2. Life Insurance

The OCH offers eligible employees the OCH sponsored life insurance benefit. This benefit begins on the 1st of the month following hire and ends the employees' last day of the month of employment.

3. Retirement

The OCH offers eligible employees a cash contribution totaling 3% of their salary to contribute to the OCH sponsored Fidelity SEP-IRA retirement plan. This benefit begins on the 1st of the month following hire and ends the employees' last day of the month of employment.

603.1 Continuing Health Care Benefits

Under federal law, since the OCH has fewer than 20 employees, we offer State Continuation coverage effective January 1 of the next calendar year.

Continuing coverage is on a self-pay basis, with premiums due on or before the first day of each month of coverage.

604.1 Mandated Fringe Benefits and Payroll Deductions

The OCH pays most of the costs of the following benefits, which are required by law, with the employee also contributing, in accordance with the law:

- * F.I.C.A. (Social Security insurance);
- * Workers Compensation coverage (for medical, pension, and time loss benefits for employees injured on the job),
- * State Unemployment Compensation (unemployment insurance).

700 LEAVE AND HOLIDAYS:

701.1 Vacation

1. All regular 12-month, full-time, and part-time employees working 20 or more hours per week accrue vacation leave benefits beginning on the date of hire. Vacation leave is available for use after the successful completion of three (3) months of employment.
2. Vacation hours are posted each pay period based on the hours worked by the employee and the number of calendar days in the month. Accruals for hours submitted via timesheet are calculated on a daily basis. Full time employees' hours are calculated at 40 hours per week, and the hours worked by part time employees are pro-rated against a 40-hour week. The annual equivalency of the benefit is:
 - * Beginning with the employee's date of hire until the day before their 9th year anniversary date, employees accrue the equivalent of 12 days (96 hours for a full time employee).
 - * Beginning with the 9th year anniversary date until the day before the employee's 12th year anniversary date employees accrue the equivalent of 16 days (128 hours for a full time employee).
 - * Beginning with the 12th year anniversary date accrue the equivalent of 4 weeks (160 hours for a full time employee)
3. Work schedules may require that vacation be taken during prescribed times for some employees. All vacation leave requires advance approval by the immediate supervisor and may be denied.
4. Employees may accrue vacation and carry entitlement over from year to year, to a maximum of 64 hours of vacation accrual.
5. Upon termination of employment or reduction of hours below 20 hours per week, eligible employees will be paid at their current hourly rate in effect for all hours of unused/accrued vacation entitlement up to a maximum of 96 hours.
6. Vacation leave does not accrue while an employee is on an unpaid leave of absence.

702.1 Paid Sick Leave

The below table provides the OCH policy on paid sick leave.

	Minimum Policy Requirement (OCH will not change unless required by law)	OCH Additional Requirement or Benefit (may be changed at a later date)
Leave Accrual	All employees will accrue at least one hour of paid sick leave for every 40 hours the employee work.	a. At hire, the equivalent of 6 months of accrued sick leave will be posted to all 12-month regular and temporary full-time and part-time employees who work 20 or more hours per week. b. Benefits for full-time employees are based on a 40-hour week and are accrued at an average rate of eight hours per pay period (96 hours per year for a full-time employee). Benefits for part-time employees are pro-rated against a 40-hour week. c. Sick leave does not accrue while an employee is on an unpaid leave of absence.
Carry-Over	Sick leave can be carried over from one year to the next, although the OCH reserves the right to limit the carry over to 40 hours.	Sick leave can be carried over from one year to the next until a maximum of 240 hours has been accrued.
Eligibility for Sick Leave	The OCH will allow an employee to take sick leave after 90 days of employment or sooner. If an employee separates from service prior to the ninetieth day and is rehired within a year, the previous days of employment are considered when determining eligibility to take sick leave.	The OCH will allow an employee to take sick leave as soon as it is posted/accrued.
Employee Separation	If an employee separates from work but is rehired within twelve months, any previously unused paid sick leave must be reinstated. If the date of rehire is after one year, the OCH need not reinstate any previously accrued and unused paid sick leave.	
Allowable uses of sick leave - generally	Once an employee has been employed for 90 days, he or she may use sick leave for the employee's or a family member's mental or physical illness, health condition, or to allow for the diagnosis, care, or	

	treatment of an illness, or to obtain preventative medical care. A “family member” is broadly defined by the initiative to include: a. A child who is the biological, adoptive, de facto or foster child of the employee, a stepchild, a child for whom the employee stands in loco parentis or is a legal guardian, or is a de facto parent, regardless of age or dependency status. b. Biological, adoptive, de facto or foster parents, stepparents, legal guardians of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis of the employee as a minor child. c. The employee’s spouse, registered domestic partner, grandparent, grandchild, or sibling.	
Allowable uses of sick leave - Domestic Violence Leave Act	Sick leave may be used for absences that qualify for leave under the state’s Domestic Violence Leave Act .	
Allowable uses of sick leave - Public Health	Sick leave may be used if the OCH has been closed by a public official for a health-related reason or if an employee’s child’s school or place of care has been closed for such a reason.	
Employee Notice Requirements	The OCH may require that the employee give “reasonable notice” of an absence, so long as the notice requirement does not interfere with the lawful use of sick leave. If the reason for sick leave is foreseeable, notice should be given as early as practicable, but the OCH will not require that the notice be given more than 14 calendar days in advance of the planned sick leave use.	
Employee Verification of Absences	If the employee is absent from work for more than three days, the OCH can require a verification that the sick leave use was for an authorized purpose. The verification cannot impose an unreasonable burden or expense on the employee. If the employee believes that the verification will cause an unreasonable burden or expense, he or she must be allowed to submit a written	An employee who is absent from work for 5 or more consecutive days must submit a release from the treating physician approving the employee’s return to work.

	justification explaining why compliance is not possible. If after review the employer agrees that the verification will create an unreasonable burden or expense, it must make a reasonable effort to identify alternatives, and those might include a personal written statement explaining the need for the use.	
Rate of Pay	The employee is paid his or her normal hourly compensation that would have been paid during the time of the leave. If the employee is nonexempt and is paid a salary, the rate is determined by dividing the annual salary by 52 to get the weekly salary and then dividing that amount by the employee's normal scheduled hours of work. Special state law rules apply if the employee's schedule fluctuates.	
OCH Notification to Employees	OCH must provide employee with notification in written or electronic form of the entitlement to paid sick leave, the rate at which paid sick leave will accrue, the authorized purposes for use of paid sick leave, and that there will be no retaliation for the lawful use of sick leave. The OCH will at least monthly notify its employees of the amount of their paid sick leave accrual, the use of sick leave since the last notice, and the balance of sick leave available for use.	
OCH Record Keeping Requirements	The OCH will maintain records showing monthly accruals, the amount of unused paid sick leave available, reductions due to sick leave use or donation of sick leave through a shared leave plan, paid sick leave not carried over to the following year, and the date the employees began their employment.	
Replacement Worker	The OCH will not require the employee find a replacement worker to cover the hours when the employee is on sick leave.	

703.1 Holidays

1. All full-time and part-time regular and temporary employees (12 month and defined school year) working 20 or more hours per week are eligible for holiday benefits.
2. The OCH observes the following 10 public holidays as paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (Thursday and Friday), Christmas Day.

3. Employees are not eligible for holiday pay if they are not receiving pay for any other reason during the pay period that the holiday falls in.

4. All 12-month employees in a regular position working 20 or more hours each week and who have completed 3 months of employment are entitled to one paid personal holiday during the calendar year. Personal holiday leave must be scheduled in advance and approved by the employee's supervisor.

5. All employees that work 20 or more hours per week in a regular position are entitled to one additional personal holiday per year* for every five years of service, not to exceed five personal holidays in a given calendar year.

*Years of service will be calculated as of December 31st of the prior year.

6. Personal holiday hours are awarded to the employee at the beginning of the calendar year. If the employee's hours are increased or decreased, during the calendar year, the remaining personal holiday hours will be adjusted accordingly.

7. Unused personal holiday benefits will be forfeited at the end of the calendar year, if an employee's hours are reduced to below 20 hours per week, or at termination.

8. Holiday and personal holiday hours should be recorded as follows:

Part-time staff = current FTE x 8 hours. Example: .5 FTE x 8 = 4.0 hour holiday

Full-time non-exempt staff working 4/10 hour days = 10 hour holiday

All other full-time staff = 8 hour holiday

704.1 Rest Periods and Meal Breaks

1. Employees shall be allowed a meal period of at least thirty minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the OCH's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer.

2. No employee shall be required to work more than five consecutive hours without a meal period.

3. Employees working three or more hours longer than a normal work day shall be allowed at least one thirty-minute meal period prior to or during the overtime period.

4. Employees shall be allowed a rest period of not less than ten minutes, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

5. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each 4 hours worked, scheduled rest periods are not required.

705.1 Lactation Support

The OCH provides reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time the employee has a need to express milk.

706.1 Family and Medical Leave

1. The OCH is committed to following both state and federal laws regarding family leave. Family leave is available to all OCH employees who have been employed for more than twelve months and who have worked at least 1250 hours in the previous twelve months.
2. Family leave time is unpaid, and may be taken for up to 12 weeks (26 weeks to care for wounded military service members) in a twelve-month period. Any accrued sick leave for which the leave qualifies, and any accrued vacation leave and personal holiday benefits may be used in addition to unpaid family leave, if needed.
3. Family leave may be taken for any of the following reasons:
 - * pregnancy, prenatal care, birth of a child, care of newborn, placement of a child with the employee for adoption or foster care;
 - * to care for the employee's seriously ill parent, spouse, domestic partner, sibling, or child;
 - * for the employee to recuperate from or receive treatment for a serious health condition;
 - * a "qualifying exigency" arising from a spouse, son, daughter, domestic partner, sibling or parent who is on active duty or called to active duty; or
 - * to care for a spouse, son, daughter, domestic partner, sibling, parent or next of kin who is a wounded military service member or covered veteran.
4. Employees who take family leave will be reinstated to their former positions upon return from the leave, if possible. If that is not possible, these employees will be employed in a substantially similar position or in the position in which the employee would have been employed had s/he not been absent on family leave.
5. During FMLA leave, the OCH will continue to pay to cover medical insurance premiums for the employee on the same basis it paid those premiums during the pay period before the FMLA leave began.
6. Certain employees work in positions which must be filled at all times because a lengthy absence would cause substantial and grievous injury to the operation of the OCH. Employees in these positions are referred to as "key employees" in the Family and Medical Leave Act. These employees are eligible to take family leave, but might not be eligible for reinstatement at the end of the leave, if a replacement has been hired during their absence. These employees will be notified of their status, and of the fact that reinstatement might not be possible at the conclusion of the leave, when the employee first requests FMLA leave.

707.1 Pregnancy Disability

Employees who are eligible for Washington State Family Leave due to pregnancy are eligible for additional leave due to pregnancy related disability for the period of actual physical disability as certified by the employee's physician. Medical insurance premiums are not paid by the OCH after the 12 week Federal FMLA leave has been exhausted.

708.1 Compassionate Leave

Donor:

Compassionate leave allows regular eligible employees to donate, on a completely voluntary basis,

a portion of their accrued sick leave to an account specifically designated for the purpose of covering a qualified regular employee who has a serious health condition that makes the employee unable to perform the essential functions of his or her job, who is eligible for FMLA benefits and has exhausted all vacation, health and any other forms of paid leave, and who is not eligible for workers compensation benefits. Donations are accepted during semi- annual donation drives and at termination.

Recipient:

Compassionate leave allows eligible employees to receive, on a completely voluntary basis, paid time off benefits during approved FMLA leave for their own serious health condition once all accrued/posted paid time off has been exhausted (certain exceptions apply for absences pertaining to domestic violence and military service).

709.1 Inclement Weather

1. All employees are asked to make every reasonable effort to report to work during inclement weather.
2. Employees who unable to get to work or who leaves work early because of weather or natural disaster conditions may either charge the time missed against accrued vacation leave, compensatory time, or take leave without pay for the time missed. Tardiness due to an employee's inability to report for scheduled work because of severe weather conditions may be allowed up to one hour at the beginning of the work day or at the discretion of the Executive Director. Inclement weather or natural disaster tardiness in excess of that allowed by the Executive Director shall be charged as provided above.
3. In the event that the Executive Director advises employees not to report to work or to leave early due to inclement weather or natural disaster, such time off will be paid time off and not charged to accrued vacation leave.

710.1 Unpaid Leave of Absence

1. Employees may request unpaid leaves of absence as needed from time to time. The total time away from the job may not exceed 18 weeks. Prior authorization may be required from the executive director if the request for unpaid time off is for more than three of the employees scheduled days. Employees should request leaves of absence as far in advance as possible to assist in planning. Requests for leaves of absence may be granted as requested, granted in a modified form, or denied, depending on the needs of the OCH. No employee has an automatic entitlement to any such leave.
2. Unpaid leave of absence approved under this section is different from an FMLA leave and the employee's medical insurance contribution may end. If/when this happens, the end date is dependent on the length of the approved leave of absence. Continuation of any other elected benefits are dependent on the individual carriers policies at the time.
3. Vacation benefits must first be exhausted prior to unpaid leave status.

711.1 Public Service Leave

Employees who have obligations for short term public service such as military reserve training or

jury duty will be granted leave with pay for up to one month, and unpaid leave thereafter. Any payment received by the employee for such service on days when the employee is receiving paid public service leave must be given to the OCH.

712.1 Bereavement Leave

Employees may use any available posted leave such as vacation, sick and/or personal holiday(s). If paid time off is not available, an unpaid leave of absence may be approved. Once paid time off is exhausted the employee may be eligible for FMLA and compassionate leave.

800 DISCIPLINE AND CORRECTIVE ACTION:

801.1 Standards of Conduct and Performance

We expect all our employees, interns, volunteers, and contractors to conduct themselves in a manner that supports and contributes to the OCH's objectives and meets OCH standards of conduct and performance. Conduct that is a hindrance to any employee's effective work performance or credibility or to the OCH's mission, vision or functions, may result in disciplinary action or termination.

Definition of "Workplace" includes any OCH facility, OCH vehicles, and private vehicles while the driver is on OCH business, and any other location at which an employee is working or acting on behalf of the OCH.

OCH prohibits taking negative action against any employee for reporting a possible deviation from these policies or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy, exercising their rights to benefits and/or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

900 EMPLOYMENT TERMINATION:

901.1 Date of Termination

1. For both voluntary and involuntary types of termination, the last day worked is the date of termination unless the employee has been in an approved leave of absence or the termination is due to job abandonment.

902.1 Notice of Resignation

Employees are free to resign at any time. All employees are expected to give at least two weeks' (10 working days) notice, and supervisors and management employees are requested to give at least four weeks' notice whenever possible. Failure to give written notice will forfeit the employees' accrued vacation time and may result in ineligibility for re-employment and will remain a part of the employee's personnel records at the OCH.

903.1 Dismissal of Employees

For information concerning employment at will, please refer to section 303.1

904.1 Abandonment

An employee who is absent from his/her position for three consecutive workdays without notice to the supervisor may be considered to have abandoned his/her position, which constitutes termination. The termination is effective immediately, and may be confirmed to the employee by registered letter sent to the employee's last known address.

905.1 Pay at Time of Separation

1. Employees will be paid for all hours worked and any accrued vacation time with their last paycheck, to be processed with the next regular payroll after the employee's last day of work. Any monies due to the OCH from the employee will be deducted from the final pay, unless prohibited by law. If the employee did not provide the minimum notice of resignation, the employee will forfeit all accrued vacation time.
2. Unused sick leave will not be paid to the employee, unless the employee has accumulated more than 240 hours of sick leave and chooses to convert hours in excess of 240 to vacation hours at a rate of five hours sick leave to two hours vacation leave. In no case, however, can the combination of "converted" sick leave and vacation leave exceed 240 hours.
3. In accordance with the law (COBRA), employees may continue health care coverage on a self-pay basis, after separation from the OCH. The OCH administrative staff will provide pertinent information, and employees must notify the OCH of their decision to elect COBRA continuation coverage within sixty days of the day coverage otherwise would end.
4. In the event of the death of an employee, wages due the employee for work performed and unused vacation leave will be paid by the OCH according to state and federal law.
5. "Separation" is defined as voluntary or involuntary termination of employment or reduction in work hours from 20 or more hours per week to less than 20 hours per week.

Olympic Community of Health

S.B.A.R. Audit Firm

Presented to the Board of Directors September 11, 2017

Situation

The Board authorized the Finance Committee audit firms to oversee annual financial audits as required by law and manage the selection of and relationship with external auditor.

Background

Finance Committee reviewed and approved an RFP in July and identified four WA firms to solicit:

1. [DZA](#)
2. [Aiken and Sanders](#)
3. [Clark and Nuber](#)
4. Cox Gracia (no proposal received)

The RFP was circulated July 12th. Three proposals were received August 18th. Full proposals are available upon request and were not included in the packet due to length.

Item	Aiken and Sanders	Clark and Nuber	DZA
Cost without Single Audit	\$9,500	\$15,000	\$7,500
Cost with Single Audit	\$11,000	\$18,000	\$10,000
Consulting	Included	20 hours included	20 hours included

Action

The Finance Committee met August 21 to review proposals. Based on experience with uniform guidance and single audits, the Committee narrowed the discussion to Clark and Nuber and DZA. Clark and Nuber has strong skill and experience and is already serving one ACH and will likely serve a second. However, the fee structure for Clark and Nuber seemed high when compared to the other proposals. DZA also has strong skill and experience. It was determined that the differential in skill and experience between Clark and Nuber and DZA likely did not value \$8,000. Additionally, two OCH Finance Committee members (Eric and Hilary) have experience with audits and uniform guidance, further offsetting the need for additional resource from Clark and Nuber.

Proposed Recommendation

Finance Committee unanimously recommends that the Board selects DZA as the independent audit firm for the OCH for 2017-2018.

Rob Arnold-Project Portfolio

4641 225th Ave SE, Sammamish, WA 98075 | 425-246-7068 | roba@quadaimpartners.com

Skills

- I know healthcare and agile technology development —I understand what it takes to build great teams, great products and deliver them to successfully to the market
- Ability to bring different points of views together and align teams to common mission/goal
- Incredibly fortunate to be surrounded by exceptional people with a passion and determination to make healthcare and social services affordable and accessible by all

Healthcare and Social Services Consulting Experience

DIGITAL TRANSFORMATION CONSULTANT | JANUARY 2012-PRESENT

Executive in Residence-University of WA and Oregon Health Science University-Present

- Business Advisory Programs
 - Foster School Health Innovation Challenge
 - Healthcare Industry Essentials Certificate Advisory Board
 - IT Commercialization Committee
 - Instructor, CoMotion Innovation Workshop
- Clinical/Technical Programs
 - Engineering in Medicine
 - Primary Care Innovation Lab
 - Surgical Outcomes Research Team
 - TelePain Virtual Care Program
 - Digital Health Innovation Group

Board Member and Investor- TransformativeMed | (www.transformativemed.com)-Present

- Helping develop business strategy and commercialization plan to bring shareable EMR workflows to market
- Recruited advisory board members and CEO
- Raised and led first round of funding

Corporate Development Advisor- Clario Medical (www.clariomedical.com)-Present

- Helping CEO create scalable sales and marketing strategy
- Recruited new CFO and helped realign capital structure
- Realigned reseller/partner network to help business achieve scale revenue
- Managing development of the company's first Artificial Intelligence product

Business and Technical Advisor to Chief Data Officer, Seattle Children's Hospital – 2013-2015

- Recruited by Chief Data Officer to create data analytics core lab our of research program
- Delivered new prediction and benchmarking service in use today by Chief Medical Officer

CEO/Commercialization Experience

CEO | METAJURE | 2013-PRESENT

Recruited by investors to turnaround of legal software company

- Repackaged and realigned product to meet needs of small/med law firm market
- Hired all new sales, marketing and customer delivery team
- Develop new partner/reseller program from scratch
- Won Techno Lawyer Top 10 award for best new product
- Doubled growth each year since relaunch

CEO | GEOSPIZA | 2003-2012

Recruited by company founders to lead development, financing and commercialization of industry leading laboratory information management and analysis system used by DNA sequencing labs.

- Recruited development, QA, support, sales and marketing professionals to the company
- Developed strategic partnerships with industry leading DNA sequencing instrument makers including Applied Biosystems and Illumina
- Raised 3 rounds of capital
- Sold the company to Perkin Elmer in May of 2011
- Served on Perkin Elmer's division leadership team during integration period

CEO | CROSSPORT SYSTEMS | 2000-2003

Founded Crossport System to address corporate internet security needs for the small office/remote office/teleworking market.

- Raised venture capital to create high performance, low cost VPN appliance to roll out with low cost broadband networks
- Identified and sourced hardware/manufacturing supplier in Australia and Singapore to create design spec for fast, efficient network encryption
- Partnered with leading antivirus maker to create market's first complete security solution for remote offices
- Closed sales with Verizon, EarthLink and Countrywide Home Loans and other leading companies
- Sold company to Lineo/Metrowerks, a division of Motorola

CHAIRMAN AND CEO | ST LABS | 1992-2000

Co-founded ST Labs with groups of software testers from Microsoft and Aldus. Grew company from founding team to 250 employees with four remote offices.

- Won Microsoft's primary testing contract with Volt Services Corp to create first outsourced test center, with connectivity to Microsoft's corporate network and test/QA training program
- Won HP's printer testing contract in Boise, Idaho
- Won numerous awards including WSA Service Provider of the Year
- Recognized as the 24th fastest growing company on D&T's Fast 500 list (<http://www.prnewswire.com/news-releases/st-labs-among-top-25-recipients-of-deloitte--touche-technology-fast-500-award-77584257.html>)
- Sold company to Data Dimensions in 1998 and served as Exec VP of Testing Services through the integration period

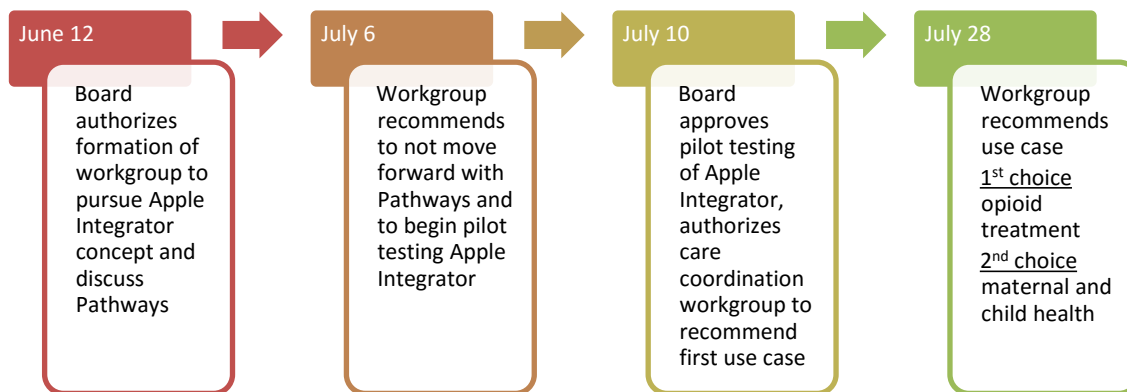
S.B.A.R. Apple Integrator Pilot Recommendation

Presented to the Board of Directors September 11, 2017

Situation

Staff is requesting Board action on the first use case and authorization to contract for an Apple Integrator (A.I.) pilot. The short-term goal of the pilot is to show value and build confidence in the concept. The long-term goal of A.I. is to help connect people to the care they need while also streamlining workflows for providers.

Background



Action

E-Referral Use Case Pilot	Reason for	Project Risks/Reason Against	Strategies to Mitigate Risks
1. Opioid Use Disorder SAMPLE USE CASE: Medication Assisted Treatment (MAT) Providers ↔ Substance Use Disorder (SUD) Treatment Providers	- High need - Consensus among partners - Leverage existing infrastructure (Opioid Treatment Workgroup) - Easy to add additional referrals to elder services, housing services, etc...	- More complicated use case/IT integration points to support in the pilot test - Requires 42 CFR part two to be designed into test system - Extends cost and timeline	- Will follow "minimally viable" development methodology to create and test use case - Will limit use case/test variables to manage costs and schedule

Proposed Recommendation

Board authorizes the Executive Director to enter into a six-month contract with Rob Arnold (est. \$45,000) and various software and cloud-based vendors (est. \$135,000) to pilot Apple Integrator opioid treatment pilot use case, drawing down Design Funds (total est. contracted amount not to exceed \$180,000).

Board authorizes the formation of an Apple Integrator First Use Case Workgroup.

Situation

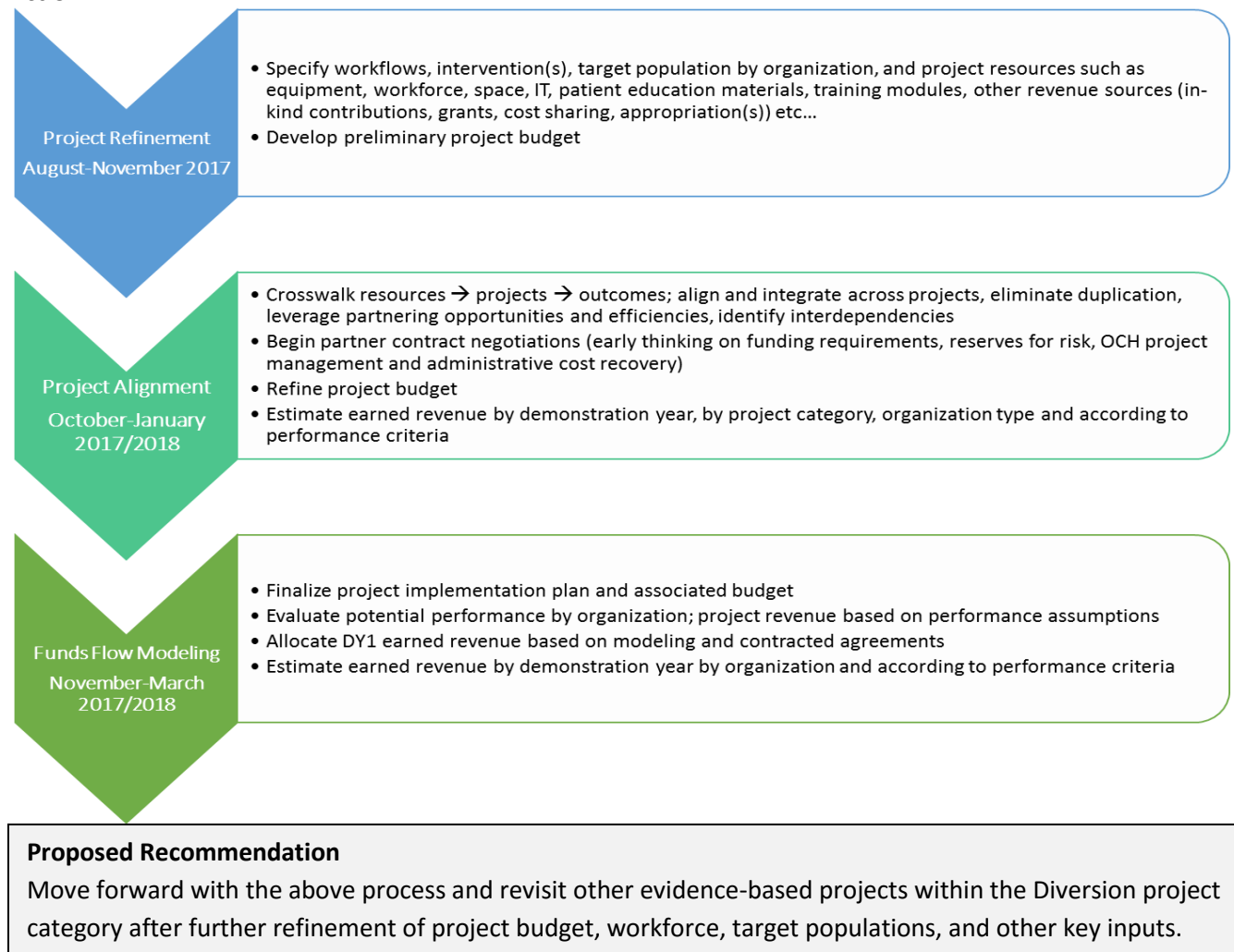
The Diversion project category has two unresolved decisions pertaining to specific evidence-based programs.

Background

In July, the Board voted to move forward with the Diversion Project Category – specifically to deploy community health workers (CHWs) in emergency departments as a FLAGSHIP project. In August, the Board voted to also deploy CHWs in jails, pending budgetary review once the FLAGSHIP project was refined. Two remaining diversion programs: community paramedics and law enforcement-assisted diversion remain.

The evidence-based programs within each project category need to be declared mid-2018, with a clear implementation plan and associated incentive model. For the Project Plan, due mid-November, OCH must describe the rationale for each project category. Until a refined workforce and project budget is completed for the FLAGSHIP project, it will be a challenge to budget additional projects within the Diversion category.

Action



Project Plan Roster: Building a team of staff, contractors, and partners to develop each project category

Regional Infrastructure Development			Integration and Transformation		Diversion	Opioid Response	Reproductive Health	Oral Health Access	Chronic Disease Prevention and Control
Workforce	Value-Based Payment	Population Health Management/I.T.	Bree Collaborative Collaborative Care Model Millbank Report 6 Building Blocks Bright Futures	Community Health Workers in E.D. and corrections/jail	Three-County Coordinated Opioid Response (related to integration)	Bright Futures (related to integration)	Expansion of dental; oral health in long term care; oral-primary care integration	Chronic Care Model; Stanford Chronic Disease Self-Management; Diabetes Prevention Program; Asthma home assessment (related to integration)	
	Rochelle Doan Sarah Oliver	Technical Assistance from MCOs, Dan Vizzini	Rob Arnold	Rochelle Doan Lisa Rey Thomas Maria Klemesrud Jody Carona	Elya Moore	Lisa Rey Thomas Brian Burwell Chris Frank	TBD	Setting up call with Arcora Foundation (previously WDSF), PCHS, JHC	Katie Eilers Kate Weller Matania Osbourne
Data and modeling support: Siri Kushner and Walter Sive									
Change plan concept and development: Rochelle Doan, Lisa Rey Thomas, Siri Kushner, Dan Vizzini, Maria Klemesrud, Jody Carona, MCOs, providers									





Preliminary First Year Findings from the Evaluation of Fully Integrated Managed Care in Southwest Washington

David Mancuso, PhD

Background

The Fully Integrated Managed Care (FIMC) approach to delivering Medicaid-funded physical and behavioral health care was implemented in the Southwest Washington region (Clark and Skamania counties) in April 2016. The FIMC model integrates purchasing of Medicaid physical and behavioral health services within a single accountable managed care organization (MCO), in contrast to the presence of separate medical MCOs and behavioral health organizations (BHOs) operating in the balance of the state. The Health Care Authority has contracted with the DSHS Research and Data Analysis Division to partner with the University of Washington in the evaluation of the FIMC model. This document summarizes preliminary first year evaluation findings based on outcome data through CY 2016, including nine months of beneficiary experience under the FIMC model.

Evaluation Approach

The evaluation of the FIMC payment model tests whether the integrated purchasing of physical and behavioral health care:

- Improves access to and engagement in needed behavioral health services;
- Improves coordination and quality of physical and behavioral health care;
- Reduces potentially avoidable use of emergency department (ED), inpatient, and crisis services;
- Improves beneficiary level of functioning and quality of life, as indicated by improved labor market outcomes, increased housing stability, and reduced criminal justice involvement; and
- Reduces disparities in access, quality, utilization, and social outcomes between Medicaid beneficiaries with behavioral health treatment needs, relative to other Medicaid beneficiaries.

Preliminary findings are based on statistical tests of the relative change from CY 2015 to CY 2016 in 19 outcome metrics for adult Medicaid beneficiaries in Southwest Washington, relative to the experience of Medicaid beneficiaries in the balance of the state. Final evaluation analyses will use a regression-based difference-of-difference approach.

Summary of Preliminary Findings

- Of the 19 outcome measures analyzed:
 - 10 showed statistically significant relative improvement for Medicaid beneficiaries residing in the FIMC region,
 - 8 showed no significant difference between the FIMC region and balance of state, and
 - 1 showed a statistically significant relative decline in the FIMC region.

Prepared by DSHS Services and Enterprise Support Administration, Research and Data Analysis Division August 7, 2017

- For the one metric where the relative change in performance in the FIMC region was negative and statistically significant (ED utilization per 1,000 member months), the performance level in the FIMC region in CY 2016 was second best among all ACH regions.
- Subgroup analyses focused on the experience of Medicaid beneficiaries with serious mental illness or co-occurring mental illness and substance use disorder showed a similar pattern of improvement in outcomes from CY 2015 to CY 2016 for persons residing in the FIMC region, relative to the experience in the balance of the state.

Summary of Changes in Outcome Metrics in the FIMC Region Relative to the Balance of State, CY 2015 to CY 2016

- Metrics showing statistically significant improvement for adult Medicaid beneficiaries residing in the FIMC region, relative to the balance of state:
 - Adults' Access to Preventive/Ambulatory Health Services
 - Cervical Cancer Screening
 - Chlamydia Screening in Women
 - Comprehensive Diabetes Care - Hemoglobin A1c Testing
 - Antidepressant Medication Management - Continuation Phase Treatment
 - Follow-up after ED Visit for AOD Dependence-Within 7 Days
 - Follow-up after ED Visit for AOD Dependence-Within 30 Days
 - Percent Homeless - Narrow Definition
 - Percent Homeless - Broad Definition
 - Percent Arrested
- Metrics showing no significant difference between the FIMC region and balance of state:
 - Breast Cancer Screening
 - All-Cause 30-Day Readmission
 - Antidepressant Medication Management - Acute Phase Treatment
 - Adherence to Antipsychotics for Persons with Schizophrenia
 - Diabetes Screening for People With Schizophrenia or Bipolar Disorder
 - Inpatient Utilization per 1000 Coverage Months
 - Balance of Home and Community-Based Services and Nursing Facility Utilization
 - Percent Employed
- Metrics showing statistically significant decline in the FIMC region, relative to the balance of state:
 - Outpatient ED Utilization per 1000 Coverage Months



Key Considerations: Procurement

- HCA will release a statewide procurement in February 2018 that will determine the MCOs for the rest of the state, and have two effective dates:
 - January 2019 and January 2020
- MCOs will be selected approx. May 2018
- Mid-adopter regions will be able to work with HCA to create a regional addendum to the procurement that will allow the region to set forth priorities and ask region-specific questions
- Mid-adopter regions can nominate scorers for the RFP
- Mid-adopter RFP process is the strongest opportunity to set expectations for MCOs and drive commitments



Key Considerations: Incentive Funds

- All regions with implementation dates prior to 2020 will receive incentives to support provider transition:
 - First incentive on receipt of binding letter: after receipt by September 15, 2017
 - Second incentive on implementation date: after implementation on January 1, 2019
- These funds will be dispersed to providers and community organizations to assist in the transition to full integration



Full Integration – 3 Options

Full Integration on January 2019

- On Jan. 1, 2019 MCOs assume all risk and responsibility for Medicaid behavioral health services – no delegation
- On Jan. 1, 2019 BH-ASO assumes responsibility for crisis system and other non-Medicaid functions

Transition Year Beginning 2019 – Full Integration by January 1, 2020

- MCOs assume risk for Medicaid services, subcontract an agreed upon set of services and/or functions to the BHO for 1 year
- BHO maintains non-Medicaid BH Contracts for 1 year – can continue as BH-ASO in 2020 if desired
- Region must meet readiness review milestones during 2019
- Full integration complete by January 1, 2020

No Transition Year – Full Integration by January 1, 2020

- On Jan 1, 2020 MCOs assume all risk and responsibility for Medicaid BH services – no delegation
- On Jan 1, 2020 BH-ASO assumes responsibility for crisis system and other non-Medicaid functions



Transition year – HCA’s parameters

1. BHO PIHP contract will terminate, funding and contractual authority for Medicaid services will transition to MCOs on January 2019
2. BHO Non-Medicaid contracts could remain in 2019
3. BHO must agree to maintain crisis system and all other functions of “ASO” during the transition year; option to stay as the BH-ASO in 2020
4. Access to Care Standards must be eliminated January 2019
5. 2017–2018 is the planning year: interlocal group will be led to determine details of transition year, including specifics of delegation to BHO and 2019 milestones that will be achieved
6. HCA will conduct readiness review on a quarterly basis in 2019 to evaluate progress to meeting full integration in January 2020
7. HCA expects delegated functions to transition to MCOs during 2019, with integration fully achieved by 2020

