Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, click on highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, July 27, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- ❖ **July 20, 2021**

Review Agenda

Consent Agenda

Auditor
a. Application for .GOV Domain
b. Guest Speaker Agreement w/Happy People Win

Commissioners
c. Commissioners: Contract w/Washington State Military Department for E911 Services

Facilities
d. Line Item Transfer, Fund No. 0000-101, Dept. 110

Human Services
e. Amendment #3 w/Health Care Authority for Substance Prevention Services
f. Agreement w/Elijah Family Homes for 10-Year Homeless Housing Plan

g. Contract w/WA State Dept of Commerce, Community Service & Housing Division for Consolidated Homeless Grant
h. Agreement w/DSHS Developmental Disabilities Administration for Employment Services

Juvenile

i. Agreement w/State of WA Dept of Children, Youth & Families for Program Development
j. Contract w/Comprehensive Healthcare for Therapy Services
k. Contract w/Comprehensive Healthcare for Outpatient Treatment Services

Office of Public Defense

l. Line Item Transfer, Fund No. 0000-101, Dept. 136

Public Works

m. Cascade Natural Gas Corporation Franchise for a Natural Gas Distribution System & Facilities
n. Line Item Transfer, Fund No.0101-101, Dept.500

Purchasing

o. Contract w/C&E Trenching for Dallas Rd/Arena Rd Traffic Safety Improvements
p. Purchase of Six Ford Police Interceptor Utility/SUVs From Bud Clary Ford/Hyundai for the Sheriff's Office

Treasurer

q. Line Item Transfer, Fund No. 0112-101, Dept. 000
r. Bank of New York Corporate Action Response Letter

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941*

Public Hearing

Amending Ordinance 272 Relating to the Building Code ~ G Wendt

Other Business

Executive Session

2nd Quarter Litigation Update ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, July 20, 2021, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small
County Administrator Jerrod MacPherson
Alternate Clerk of the Board Marilu Flores

Absent: Commissioner Will McKay, Excused

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Greg Wendt, Community Development Director (via/WebEx); Michelle Cooke, Asst. Planning Manager (via/WebEx); Robert Blain, Operations & Capital Programs; Tiffany Deaton, Superior Court Administrator (via WebEx); County Engineer Doug D'Hondt; Clerk Josie Delvin; Undersheriff John Clary; Linda Ivey, Finance Manager; Eric Hsu, OPD Manager; Treasurer Ken Spencer; Mike McGhan, Public Works; Steve Hallstrom, DPA.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Agenda Review

Adding under other business: Clerk's Contract with the State of Washington, Department of Licensing.

Adding an Executive Session for County's Strategy in a Union Position.

Approval of Minutes

The Minutes of July 13, 2021 were approved.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through q". Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

a. Contract w/Phoenix Protective Corp. for Voting Center Security

Commissioners

b. Line Item Transfer, Fund No. 0142-101, Dept. 000
c. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 116

Human Services

d. Memorandum of Understanding w/Housing Authority City of Kennewick for Emergency Housing Vouchers

Office of Public Defense

e. District & Superior Courts Public Defense Contracts w/Adam Sandoval
f. Public Defense Contract w/Clay Vannoy for Investigator Services
g. Amending Juvenile Court Public Defense Contract w/Angel Betancourt for Additional Compensation
h. Amending Juvenile Court Public Defense Contract w/Michelle Alexander for Additional Compensation
i. Amending Juvenile Court Public Defense Contract w/Michelle Trombley for Additional Compensation

Park

j. Agreement w/Benton Conservation for Water Stargrass Harvesting Activity @ Horn Rapids Park

Prosecuting Attorney

k. Line Item Transfer, Fund No. 0000-101, Dept. 117

Purchasing

l. Agreement w/State of WA Dept of Children, Youth & Families for Jail Bed Space
m. Contract w/Fire Protection Specialists for Hood & Fire Extinguisher Inspection & Testing
n. Rejecting All Bids for the Replacement of a Security Gate @ the Justice Center Campus
o. Agreement w/GPS Insight for Global Positioning System Units and Monitoring Services for Public Works
p. Authorizing an Amazon Business Account for All Benton County Departments

Sheriff

q. Agreement w/City of Kennewick, City of Richland & Benton County for the 2021 Byrne Justice Assistance Grant

Public Comment

None.

Office of Public Defense Uniform Guardianship Act Contracts

Eric Hsu, Office of Public Defense Manager, and Tiffany Deaton, Superior Court Administrator (appearing via WebEx) presented on recent legislative requirements regarding the Uniform Guardianship Act. Mr. Hsu indicated that Benton County was legally obligated to provide court appointed counsel in Superior Court due to a law change in 2021 and that OPD will manage these state mandated services. Commissioner Small asked whether there could be reimbursement from the State and suggested whether COVID funds could be used.

Ms. Deaton provided the Board with the average annual caseload percentages and costs on court visitors; Guardian Ad Litems and counsel from 2017 – 2020. She provided approved rates for attorneys ($175/hr); court visitors ($100/hr) and GAL ($125/hr) services indicating that the total expenditures would be roughly $200,000.

Commissioner Delvin asked for clarification on whether the legislature had passed this. Ms. Deaton indicated that these changes were by legislative action for guardianships and indicated that rules changed on how to process them. She indicated that it was best to have contracted attorneys. Mr. Hsu explained the process for guardianships involving families and indicated that these contracts are expensive because they are family law contracts with family conflicts and attorneys in these areas are busy and well compensated. Commissioner Delvin would like to see more funding coming from the State.

MOTION: Commissioner Small moved to approve contracts with attorneys Shelley Ajax, Jennifer Azure, Allyson Dahlhauser and Michelle Alexander to provide court appointed counsel services in Benton County Superior Court for Uniform Guardianship Acts cases. Commissioner Delvin seconded and upon vote, the motion carried.

Mr. Hsu said that there would be a few more contracts coming before the Board under the consent agenda.

Public Works Re-Organization

Matt Rasmussen and County Engineer Doug D'Hondt presented on the Public Works reorganization. Mr. Rasmussen indicated that he would like the last three items under this topic pulled to gather more information pertaining to the finance aspects of the reorganization.

Mr. Rasmussen indicated that over the past year and a half, it has become apparent that the county engineer could use additional assistance so that he may provide a high-level administrative role over the department. He indicated that it would be beneficial to restore the Assistant County Engineer using the now vacant Public Works Administrator position.

Mr. Rasmussen further indicated that Public Works has an employee who successfully passed their Engineer in Training certification exam. This trained employee along with their education and experience, warrants promotion to a high-level position and is recommending creating a new Engineering Associate III position within Public Works.

Mr. Rasmussen also requested an update of the Fleet Supervisor position to the Fleet Manager. Over the last two years, this position has had additional responsibilities and the current employee in this position has shown leadership. He indicated that a change in title is warranted.

MOTION: Commissioner Small moved to approve the Public Works Organizational Chart; the Fleet Manager Job Description; the Fleet Manager Grade 19 on the Benton County Non-Bargaining Salary Schedule effective July 1, 2021; the transfer of funds within ER&R; the Engineering Associate III Job Description; and the Assistant County Engineer Job Description. Commissioner Delvin seconded and upon vote, the motion carried.

Finance Presentation

Linda Ivey updated the Board on the following:

Current Expense – 2021-2022 – 2nd Quarter – Budget v. Actuals

- Time elapsed – 25%
- Overall Revenues are at 33% & 32%; with Expenditures being 22% - The American Rescue Plan has $20 million unspent which is driving up the percentages
- Revenue
    - Property taxes – 27.23% - where we should be
    - Retail Sales & Use Tax – 20.74% - this is 2 months behind
    - Licenses & Permits – 44.43% - this is high, but planning & zoning fees are driving up this increase
    - Charges for Goods & Services – 12.65% - jail revenues from DOC are still under budget
    - Miscellaneous Revenue – 35.75% - this is interest and is doing good
    - Grand Total – 22.89%
- Expenditures
    - Non-Departmental – 41.27% - this is due to operating transfers
    - Departments overall - 24.69% - salaries & benefits are being used - close and on target
    - Overall, General Fund going well

Public Safety Tax – 2021-2022 – 2nd Quarter – Budget v. Actuals

- Beginning Fund Balance – variance of $64,000 under budget
- Revenues – down $996,290; but the funds come 2 months behind; if estimated (only down $378,710)
- Expenditures - $1,069,316 underspent in first 6 months
- Summary – underspending of $1.5 million
- Expenditures – One-Time Capital – Pending $5.3 million
    - Largest share remains to be the radio tower. These funds are to be used in the next 1.5 years

Ms. Ivey wrapped up her presentation by recommending using funds for vehicle replacement with Public Safety Funds.

Sheriff Replacement Fund

Matt Rasmussen, Deputy County Administrator, and Undersheriff Clary presented on the Sheriff's Office replacement fund. Mr. Rasmussen indicated that the Sheriff Replacement Fund was established in 2018 which was intended for the purchase of items by the Sheriff's Office by paying a set amount yearly rather than coming up with large amounts of capital when due for replacement. Items included in the fund are pistols, protective gear, and the Sheriff's boats. The fund does not include cars and trucks managed by the ER&R fund. A revision to the list of items in the fund and funding amount was done in 2019. At the end of 2020, the Sheriff's Office sent an updated list of

items they wanted added to the fund. Before the Board for discussion was direction on where the funding should come from.

Items discussed were bearcats, ATVs, UTVs, drones & an aircraft. Mr. Rasmussen recommended that replacement items should come from the same revenue sources as purchased as opposed to using Current Expense. The Board also addressed areas of concern in maintaining an aircraft as opposed to renting services for the same. The Board wanted to see other revenue sources be utilized such as grants or other agencies paying a fee for the use of specialized equipment.

The Board also discussed with Undersheriff Clary options on buying vs. refurnishing. Commissioner Small mentioned that although the Board recognized items need to be replaced as needed; sometimes the items needed to wait. Undersheriff Clary mentioned the importance for these items were for the safety of the citizens. Mr. Rasmussen indicated that Current Expense does contribute to the Investigative Fund. Commissioner Delvin recommended a one-time use from Public Safety Tax.

The Board gave staff direction to update the items to be included in the Sheriff's Replacement Fund, taking into consideration that items purchased using special fund revenues should not be included in the Replacement Fund. Those items would need to be replaced by using money from the same fund they were originally purchased from or find a new source of funding outside Current Expense. This matter will be brought back before the Board.

Other Business:

Commissioner Delvin spoke briefly on an email he received from Franklin County Commissioner Peck regarding State contracts. He indicated that he will be keeping an eye out for any State mandated contracts coming before the Board in the near future.

Commissioner Small indicated that the Benton Franklin Transit has received new information and indicated that Gloria Boyce will be coming before the board in the near future to give an update.

Commissioner Delvin encouraged citizens to vote in the primary election.

Clerk Josie Delvin presented an agreement with the Department of Licensing which changed their recording system requiring the way the Clerk's Office reports conviction information of defendants involving vehicle use. DPA's Ryan Brown & Reid Hay reviewed the contract and made their recommendation. This is a new program and a new requirement with no additional cost.

MOTION: Commissioner Small moved to approve the Interagency Data Sharing Agreement with the Department of Licensing. Commissioner Delvin seconded and upon vote, the motion carried.

The Board recessed, reconvening at 10:10 a.m.

Executive Session – Union Negotiations

The Board went into executive session at 10:10 a.m. for up to fifteen (15) minutes to discuss the County's position and strategy in union negotiations. Also present were Jerrod MacPherson, Matt Rasmussen, Lexi Wingfield, Stephen Hallstrom, Brenda Chilton and Marilu Flores.

The Board came out at 10:23 a.m. No decisions were made in executive session.

Payroll

Check Date: 07/15/2021

Payroll Draw Checks
Total all funds: $115,291.84
Warrant #: 243260
Direct Deposit #: 163855-164005

Payroll Draw Deduction Transfers
Total all funds: $21,507.74
Taxes #: 101210713
ACH #:

Accounts Payable

Check Date: 07/16/2021

Warrants #: 219423-219608
Total all funds: $1,855,355.53

EFT's #: 1853-1859
Transfers #: 07162101-07162107
Total all funds: $779,917.23

Resolutions

2021-526	Contract w/Phoenix Protective Corp. for Voting Center Security
2021-527	Line Item Transfer, Fund No. 0142-101, Dept. 000
2021-528	Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 116
2021-529	Memorandum of Understanding w/Housing Authority City of Kennewick for Emergency Housing Vouchers
2021-530	District & Superior Courts Public Defense Contracts w/Adam Sandoval
2021-531	Public Defense Contract w/Clay Vannoy for Investigator Services
2021-532	Amending Juvenile Court Public Defense Contract w/Angel Betancourt for Additional Compensation
2021-533	Amending Juvenile Court Public Defense Contract w/Michelle Alexander for Additional Compensation

2021-534 Amending Juvenile Court Public Defense Contract w/Michelle Trombley for Additional Compensation
2021-535 Agreement w/Benton Conservation for Water Stargrass Harvesting Activity @ Horn Rapids Park
2021-536 Line Item Transfer, Fund No. 0000-101, Dept. 117
2021-537 Agreement w/State of WA Dept of Children, Youth & Families for Jail Bed Space
2021-538 Contract w/Fire Protection Specialists for Hood & Fire Extinguisher Inspection & Testing
2021-539 Rejecting All Bids for the Replacement of a Security Gate @ the Justice Center Campus
2021-540 Agreement w/GPS Insight for Global Positioning System Units and Monitoring Services for Public Works
2021-541 Authorizing an Amazon Business Account for All Benton County Departments
2021-542 Agreement w/City of Kennewick, City of Richland & Benton County for the 2021 Byrne Justice Assistance Grant
2021-543 Superior Court Public Defense Contract w/Shelley Ajax for Uniform Guardianship Act Cases
2021-544 Superior Court Public Defense Contract w/Jennifer Azure for Uniform Guardianship Act Cases
2021-545 Superior Court Public Defense Contract w/Allyson Dahlhauser for Uniform Guardianship Act Cases
2021-546 Superior Court Public Defense Contract w/Michelle Alexander for Uniform Guardianship Act Cases
2021-547 Updated Benton County Public Works Department Organizational Chart
2021-548 Establishing a Fleet Manager Classification Description
2021-549 Establishing the Salary Grade for the Fleet Manager
2021-550 Line Item Transfer, Fund No. 0501-101, Department 650
2021-551 Establishing an Engineering Associate III Classification Description
2021-552 Establishing an Assistant County Engineer Classification Description
2021-553 Data Sharing Agreement w/Department of Licensing for Reporting Conviction Information of Defendant's Vehicle Use

There being no further business before the Board, the meeting adjourned at approximately 10:23 a.m.

_____ _____

Alt. Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2021-07-27
Subject:	Benton County Auditor Application For .GOV Domain
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☒ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☐ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☒ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The Benton County Auditor owns and maintains two websites: bentonelections.com and bentonauditor.com The Benton County Auditor wishes to change these domains to a .gov environment through a federal .Gov Domain Registration program for better public perception. The letters of application are required to be signed by the county's highest elected official.

Fiscal Impact

None

Recommendation

Have commissioner chair, Jerome Delvin sign the application which would enable the Auditor's office to acquire a .gov environment for their department websites.

Suggested Motion

Move to have Chair, Jerome Delvin, sign the application, enabling the Auditor's office to acquire a .gov environment for their department websites.

Benton County Auditor

Brenda Chilton, Auditor
620 Market St
Prosser, WA 99350
PHONE (509) 736-2727
www.bentonauditor.com

July 27, 2021

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As the Chairman of the Benton County Board of Commissioners, I request that responsibility to my municipality for the domain name bentoncountyauditorWA.gov

Our purpose behind requesting the bentoncountyauditorWA.gov domain is to help Benton County's citizens identify and distinguish the difference between official vehicle licensing and recording information and unofficial or unsanctioned websites. bentoncountyauditorWA.gov will be the official website for Benton County's Vehicle Licensing and Recording department.

In order to obtain and maintain bentoncountyauditorWA.gov, Benton County will meet the general and specific requirements for federal agencies, found at https://home.dotgov.gov/registration/requirements.

The following will be listed as contacts for bentoncountyauditorWA.gov, which Benton County Auditor will keep up to date .gov registrar.

Administrative contact
Rene T Rojas
Election Systems Supervisor
2610 N Columbia Center Blvd, Richland, WA 99352
509-736-3085 ext. 5659
Rene.Rojas@co.benton.wa.us

Billing contact
Lorene Roe
Chief Deputy Auditor
620 Market St, Prosser, WA 99350
509-786-5620 ext. 5700
Lorene.Roe@co.benton.wa.us

Technical contact
Robert Heard
Manager – Information Technology Department
7122 W Okanogan Pl, Kennewick, WA 99336
509-737-3529
Robert.Heard@co.benton.wa.us

Security contact
Alex Garcia
Assistant Manager – Information Technology Department
7122 W Okanogan Pl, Kennewick, WA 99336
509-786-5603 ext. 3742
Alex.Garcia@co.benton.wa.us

I understand that if I wish to retire bentoncountyauditorWA.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Jerome Delvin
Chairman, Benton County Board of Commissioners

Benton County Auditor

Brenda Chilton, Auditor
620 Market St
Prosser, WA 99350
PHONE (509) 736-2727
www.bentonauditor.com

July 27, 2021

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As Chairman of the Board of Benton County Commissioners, I request that responsibility for the domain name bentonvotesWA.gov be delegated to my municipality.

Our purpose behind requesting the bentonvotesWA.gov domain is to help local voters identify and distinguish the difference between official local election information and unofficial. bentonvotesWA.gov will be the official source for Benton County's election results and data, as well as directing voters to the proper channels to register to vote and/or update their registration information.

In order to obtain and maintain bentonvotesWA.gov, Benton County will meet the general and specific requirements for federal agencies, found at https://home.dotgov.gov/registration/requirements.

The following will be listed as contacts for bentonvotesWA.gov, which Benton County will keep up to date in the .gov registrar.

Administrative contact
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509-786-5603 ext. 3742
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Sincerely,

Jerome Delvin
Chairman, Benton County Board of Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Benton County Auditor Annual Retreat Speaker
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☒ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☒ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The Benton County Auditor's office wishes to contract with Jean Steel, President, Happy People Win for a speaking engagement at the annual employee retreat October 11, 2021

Fiscal Impact

Amount: **$5,000**

Recommendation

The Board of County Commissioners hereby authorized to contract with Happy People Win to provide a motivational presentation at the Benton County Auditor annual retreat

Suggested Motion

Move to contract with Happy People Win for a speaking engagement at the annual Auditor's Retreat as per the terms of the agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GUEST SPEAKER AGREEMENT BETWEEN JEAN STEEL, PRESIDENT, HAPPY PEOPLE WIN AND BENTON COUNTY AUDITOR FOR A MOTIVATIONAL PRESENTATION AT THE AUDITOR ANNUAL EMPLOYEE RETREAT OCTOBER 11, 2021

WHEREAS, the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached guest speaker agreement for said presentation;and

WHEREAS, the parties agree that GUEST SPEAKER is an independent contractor, and not an employee nor agent of Benton County. GUEST SPEAKER agrees not to make any representations to any third party to remain under the misinterpretation that GUEST SPEAKER is an employee or agent of Benton County;and

WHEREAS, the GUEST SPEAKER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the GUEST SPEAKER pursuant to this contract;and

BE IT RESOLVED, the Chairman of the Board is authorized to sign the agreement between Happy People Win and Benton County Auditor.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:

_____
Clerk of the Board

Cc: L. Roe, B. Chilton, PA

Happy People Win
PO Box 549
Nipomo, CA 93444
805.931.0932
www.happypeoplewin.com

LIVE SPEAKING ENGAGEMENT
LETTER OF AGREEMENT BETWEEN

Happy People Win (HPW) & Benton County Auditor (BCA)
6/7/21

FEES
$5000 (reduced rate, all-inclusive)
In-person session

TIME & DATE
October 11, 2021
9:00am – 11:00am

TOPIC
"Resilient People Thrive"

- HPW President, Jean Steel, will present an in-person two-hour motivational speech to the staff of the Benton County Auditor's Office at the Benton County Fairgrounds, Bldg. 4 at the time and date listed above.
- Due to the possibility of the change of COVID-19 restrictions associated with travel, in-person meeting size, appropriate PPE, etc… We request the ability to revert to a virtual offering if deemed appropriate by Happy People Win. If an in-person presentation is barred as a result of government-imposed COVID-19 restrictions concerning travel or in-person meetings, HPW may opt to provide a virtual presentation. The option to provide the presentation by virtual means shall not be invoked by HPW unreasonable.
- BCA will provide at their cost any liability insurance required by their organization, as well as cost of a city business license (if required).
- If BCA cancels within 30 days of the event date, 50% of the speaking fee and any already-incurred travel/preparation expenses will be invoiced.
- No audio or video recording may be done without prior permission of HPW.
- Request for learning objectives must be placed at least one month prior to speaking date.
- If additional forms, contracts, waivers, etc… are required, requests must be made no later than 1 month prior to speaking date.
- PowerPoint is proprietary property of HPW and cannot be reused without prior permission.
- Invoice and W9 will be provided at conclusion of engagement.

Happy People Win and BCA agree to the aforementioned terms stipulating the conditions of this contract.

Jean Steel
President, HPW

APPROVED FOR BENTON COUNTY:

Chairman, Board of County Commissioners
_____

Approved as to Form
Benton County Prosecuting Attorney
_____

Benton County Auditor
_____

Lorene Roe

From: Reid Hay
Sent: Friday, July 16, 2021 2:29 PM
To: Lorene Roe
Cc: Brenda Chilton
Subject: Approval as to form

Lorene,

I have reviewed the proposed agreement with Happy People Win, and it is approved as to form.

-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	07/27/21 – E911 Coordinator Professional Development (CPD) Contract E22-010 Amendment A - Acceptance
Presenter:	
Prepared By:	Carole Cimrhakl, Benton County Emergency Services
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Washington State Military Department, through the State E-911 Coordinator's Office (SECO), coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the County for eligible expenses from appropriated excise tax revenue retained in the state E-911 account.

For Benton County to be reimbursed for approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County has historically executed an annual Washington State E-911 Contract in support of Southeast Communications (SECOMM). Funds are provided for state-mandated travel, 911 Call Taker training, and for state programs and training that exclusively supports 911 in Benton County.

E-911 Coordinator Professional Development (CPD) Contract E22-010 provides $54,322 in funding for SECOMM's for incurred eligible expenses.

Fiscal Impact

Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed the total contract award of $54,322. The performance period begins July 1, 2021 through June 30, 2022 with a contract end date of August 15, 2022 to permit contract closeout.

Recommendation

Benton County Emergency Services recommends Benton County accept E-911 CPD Contract E22-010 in the amount of $54,322 with Washington State Military Department to reimburse the County for approved incurred eligible expenses as described in WAC 118-66-050.

Suggested Motion

Move to approve and accept E-911 Coordinator Professional Development (CPD) Contract E22-010 in the amount of $54,322 with Washington State Military Department in support of Benton County Emergency Services.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT #E22-010 BETWEEN BENTON COUNTY AND WASHINGTON STATE MILITARY DEPARTMENT FOR E911

WHEREAS, in order for Benton County to be reimbursed for certain approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County must enter into a contract with the Washington State Military Department; and

WHEREAS, Benton County Emergency Services recommends entering into Contract #E22-010 with the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the attached Contract #E22-010 between Benton County and the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E9l l policies, that are necessary to operate Enhanced 911 countywide; and

BE IT FURTHER RESOLVED Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed $54,322 as stated in the attached contract; and

BE IT FURTHER RESOLVED the attached contract commences July 1, 2021 and expires August 15, 2022.

Dated this.....day of....., 2021

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest……
Clerk of the Board

SECO COUNTY Coordinator Professional Development (CPD) Contract SFY2022

CONTRACT FACE SHEET

1. Contractor Name and Address: **Benton County Agency (COUNTY)** **Post Office Box 190** **Prosser, Washington 99350**	2. Contract Amount: **$54,322**	3. Contract Number **E22-010**
4. Contractor's Contact Person, phone number: **Kim Lettrick / 509.942.8595** **k.lettrick@bces.wa.gov**	5. Contract Start Date: **July 1, 2021**	6. Contract End Date: **August 15, 2022**
7. MD Program Manager/phone number: **Teresa Lewis / 253.512.7481** **teresa.lewis@mil.wa.gov**	8. Data Universal Numbering System (DUNS #): **945671287**	9. UBI # (state revenue): **035-000-971**

10. Funding Authority: **Washington State Military Department** and **State Enhanced 911 Funds**

11. Funding Source Agreement #: **RCW 38.52.510, .540, .545** **WAC Chapter 118-66**	12. Program Index# & Obj/SubObj: **7928A, 79281 and 79282 NZ**	13. CFDA # & Title: **NA**	14. TIN or SSN: **91-6015119**

15. Service Districts: (BY LEGISLATIVE DIST): **8th & 16th** (BY CONGRESSIONAL DIST): **4th**	16. Service Area by County(ies): **BENTON**	17. Women/Minority-Owned, State Certified? ☒ N/A ☐ NO ☐ YES, OMWBE #

18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other	19. Contract Type (check all that apply): ☒ Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Advertised? ☐ YES ☒ NO	21. Contractor Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER

22. BRIEF DESCRIPTION:

This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State E911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursements amounts are detailed in the attached Budget Sheet (Attachment E).

IN WITNESS THEREOF, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), and the Budget Sheet (Attachment E), govern the rights and obligations of the Parties to this Contract.

In the event of an inconsistency in this contract, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

(a) Applicable State Statutes and Regulations
(b) Statement of Work
(c) Special Terms and Conditions
(d) General Terms and Conditions, and
(e) any other provisions of the contract incorporated by reference.

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

WHEREAS, the Parties have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:

_____

Signature Date

Regan Anne Hesse, Chief Financial Officer
Washington State Military DEPARTMENT

FOR THE COUNTY:

_____

Signature Date

Jerome Delvin, Chairman
Benton County Board of Commissioners

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT, through the SECO, coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse COUNTY for eligible expenses from appropriated excise tax revenue retained in the state E911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:		DEPARTMENT:	
Name:	Kim Lettrick	**Name:**	Teresa Lewis
Title:	Communications Manager	**Title:**	SECO E911 County Assistance Program Manager
E-Mail:	k.lettrick@bces.wa.gov	**E-Mail:**	teresa.lewis@mil.wa.gov
Phone:	509.942.8595	**Phone:**	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";

B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";

C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";

D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;

E. WAC 118-66-040 describes COUNTY eligibility for funding; and

F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

A. Consistent with the statutes and regulations cited, this contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 basic service, and (3) capital items. This contract includes Statewide Services that benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this contract include:

1. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, two Coordinator Forums, the APCO State Conference, State Supported training, and National Conference attendance;
2. Reimbursement of selected Public Education expenses, selected 911 Salaries, benefits and training;
3. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services;
4. Connection to the Emergency Services Internet Protocol Network (ESINet).
    a. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
    b. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
    c. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis

B. Expenses.

1. General Reimbursement Requirements for COUNTY:
    a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
    b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, see Section VII D of this contract;
    c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
    d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;

2. Ineligible Items:
   Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the 911 System are not eligible for state financial assistance or reimbursement under this contract.

3. Expense Documentation and Approval:
    a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
    b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the last day following the month in which payment was made, including additional hard copy documentation required by an “Action Plan” due to audit findings;
    c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by “Action Plans”, will not be reimbursed;
    d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
    e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;

f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.
g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2021** and **June 30, 2022** which is also known as the performance period. Work started prior to July 1, 2021 and/or not complete by June 30, 2022 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the E911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.

B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the SECO policies incorporated herein that are necessary to operate E911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2021** and **June 30, 2022**.

C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.

D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at SECO Policies Link and incorporated by reference:

- SECO County Contract Policy (PDF)
- SECO Public Education Policy (PDF)
- SECO Statewide Services Support Policy (PDF)
- SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

Financial Reports	#/Copies	Completion Date
Monthly Expense Reports	**1**	**No later than the last day following the end of the month.**
Local Travel Policy/Procedures	**1**	**30 days after signatures on this contract and then annually.**
3rd Quarter Review	**1**	**March 31, of each year**
Training Certification(s)	**1**	**June 30, of each year**
Final Reimbursement Request	**1**	**July 31, 2022**

All contract work must not start prior to July 1, 2021 and must be delivered, installed/completed and accepted by June 30, 2022; although certain reports may be submitted by July 31, 2022 as described above. Final billing not received by July 31, 2022, may not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated County 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 County Coordinator or designee to as many of the Advisory Committee meetings as possible each year, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Coordinator Forums & APCO State Conference: The COUNTY agrees to send the 911 County Coordinator or designee and additional appropriate 911 representatives to the Spring and Summer Coordinators Forum and to the Fall APCO State Conference of each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend the Public Education Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator Training: The COUNTY agrees to send the 911 Training Coordinator or appropriate 911 representative to attend the Training Forum or a training class per contract period and participate in half of the scheduled Training Subcommittee meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. CONDITIONED UPON COUNTYS FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **$54,322**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.

B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

C. Within available funds, to provide ESINet services to the COUNTY.

GENERAL TERMS & CONDITIONS

1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
   a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State E911 Coordination Office (SECO).
   b. "**COUNTY**" shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
   c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
   d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.
   e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.
   f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.
2) **ACCESS TO PUBLIC RECORDS:**
   a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
   b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
   c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.
3) **ADVANCE PAYMENTS PROHIBITED**: No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**: The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development section as needed.

8) **COUNTY NOT EMPLOYEE OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason , nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with, RCW 42.56, the Public Records Act or court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.

10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.

12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.

13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.

14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.

15) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) **LIABILITY:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.

18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.

19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

20) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap.

   This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

22) **RECORDS, MONITORING AND AUDIT ACCESS:**

a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.

b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.

c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.

d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.
e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

23) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

24) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracting and sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

25) **TERMINATION:**
a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

28) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY CPD CONTRACT - SFY2022
July 1, 2021 – June 30, 2022

CPD1 County Coordinator

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 system, and report 911 outages to the SECO.
2. Coordinator or pre-approved/designated alternate attend 75% of Advisory Committee (AC) meetings held per contract period.
3. Coordinator or pre-approved/designated alternate attend two (2) Coordinator Forums and one APCO State Conference per contract period.
4. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
5. Retain all contract records for six (6) years after contract closure.

CPD 4 MSAG/Mapping/GIS Coordinators

1. Maintain MSAG and ALI, according to Washington NG911 GIS Data Standards.
2. Maintain GIS 911 required layers for geospatial routing and uploading to 911 maps.
3. Participate in all GIS dataset tests recommended by the Advisory Committee and approved by the SECO.
4. Participate in all GIS training recommended by the Advisory Committee and designated as mandatory by the SECO.
5. Each county will maintain and deliver to the state (or designated vendor), as requested, GIS datasets that includes the following data layers (Road Centerline, PSAP polygon, Law Enforcement Emergency Service Zone (ESZ), Fire ESZ, EMD ESZ, and Site Structure Address Points (SSAP)) with no duplicate address points, as required in the Washington NG911 GIS Data Standards, with no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been synchronized to the ALI, at a 98% match rate.

CPD4 IT Coordinator

1. Participate in the selection, installation, and/or maintenance of 911 equipment/software (IE: CPE, CAD, Net Clock, network, network security).
2. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5 Call Receiver Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3 Public Education

1. Attend a 911 Public Education forum or a public education class to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings. Participation can be in-person, by phone, or participation on a work group/project.
3. Establish an outreach baseline for the 911 public education program in county to measure the program's effectiveness.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5 Training Coordinator

1. Attend a 911 Training Coordinator Forum or a training class to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings. Participation can be in-person, by phone, or participation on a work group/project.

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary.

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 County Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 County Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION
CPD benefits all counties and do not require local revenue to be used prior to state reimbursement. The following are reimbursed through both the BSO and CPD contracts.

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	Advisory Committee (AC) Meetings: Travel reimbursement expenses for the 911 County Coordinator or pe-approved designee to attend all AC meetings. 911 County Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 County Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings. AC Subcommittee Meetings: Travel reimbursement expenses for all Subcommittee members to participate in subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws. Coordinator Forums: Travel reimbursement expenses for a total of two PSAP/911 employees to attend Spring and Summer Coordinator Forums and a total of three PSAP/911 employees to attend the Fall APCO State Conference. One of the attendees must be the 911 County Coordinator or pre-approved designee. Communications Training Officer (CTO) Workshops: Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period. SECO supported: Travel reimbursement expenses for the 911 County Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 County Coordinators may request SECO Supported designation by email to the SECO County Assistance Program Manager.
CPD2	911 County Coordinator Training	The 911 County Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to **$6,000** (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills. For counties with a population of 1.5 million or more the authorized amount for the 911 County Coordinator is doubled for an additional person to attend training **$12,000** (per contract period)

CPD3	911 Public Education	Up to **$5,000** (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911 and public education materials. *(See: SECO Public Education Policy)*
CPD4	911 Technical Salaries/Benefits and Training	Up to **$13,500** (per contract period) is authorized for salaries/ benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.
CPD5	911 Call Receiver Training	Total training funds calculated at **$500** (per contract period) per full-time call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or $15,000) per county. These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external. Funds may also be used for a new hire call receiver salary while in training status up to $2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers overtime and backfill while in training status. Regionalized Counties, only the Host County is eligible for this line item.
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State E911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at 1 per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation. Should there be additional funds available following the fulfillment of BSO, WSP, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.
CPD7	911 Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.

BUDGET SHEET
SECO COUNTY CPD CONTRACT– SFY2022
July 1, 2021 – June 30, 2022

	SFY2022
Coordinator Professional Development (CPD)	**$ 54,322.00**
TOTAL CONTRACT NOT TO EXCEED	**$ 54,322.00**

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION	DATE SUBMITTED
BENTON COUNTY	7/22/2021
PROJECT DESCRIPTION	CONTRACT NUMBER
FY22 SECO County Coordinator Professional Development (CPD) Contract	E22-010

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jerome Delvin	Benton County Commissioner Board Chairman

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
John W. Bruce	John W. Bruce	BCES Director/RPD Chief
R. Kim Lettrick	Kim Lettrick	SECOMM Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
John W. Bruce	John W. Bruce	BCES Director/RPD Chief
R. Kim Lettrick	Kim Lettrick	SECOMM Manager

Please complete form with any new contract or any time personnel changes.
Submit one original to State E911 Office

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of July , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523-500	3135	Maintenance/Repair Supplies	$2,248	523-500	3503	Computer Software	$2,248
518-301	3133	Building Maintenance	$2,248	518-301	3503	Computer Software	$2,248
TOTAL			$4,496	TOTAL			$4,496

Explanation:

Transfer funds to correct an overage that requires Board approval for computer software purchased for Facilities/Jail for annual software support.

Prepared by: Cami McKenzie

Date: 14-Jul-2021

Approved ❑

Denied ❑

Date: 7/27/2021

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Execute K3904 Amendment 3 with Health Care Authority for Prevention Services and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The purpose of this Third Amendment is to add funds in the amount of $340,000.00 to continue providing Community Prevention Wellness Initiative Services to youth, focusing on preventing the use of substances.

Fiscal Impact

Funding for the services described in this Third Amendment is provided by the Health Care Authority. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum program agreement amount of $1,411,918.00

Recommendation

- Sign the Resolution to accept the proposed Third Amendment
- Approve the proposed Third Amendment by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING THE THIRD AMENDMENT TO CONTRACT NUMBER: K3904 BETWEEN WASHINGTON STATE HEALTH CARE AUTHORITY AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES FOR COMMUNITY PREVENTION WELLNESS INITIATIVE (CPWI) SERVICES

WHEREAS, Washington State Health Care Authority contracts with Benton County Department of Human Services to provide Prevention Services; and

WHEREAS, the purpose of this Third Amendment is to increase the contract amount by $340,000.00 to continue providing prevention services; and

WHEREAS the grant is for services in both Benton and Franklin Counties. Benton County provides services under this grant to Franklin County through an interlocal agreement; and

WHEREAS, the contract must be submitted digitally and requires an established account and digital signature; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners approves the contract between Benton County and the Washington State Health Care Authority for the CPWI services in the total amended amount of $1,411,918.00; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services Manager be, and hereby is, authorized to digitally sign, on behalf of Benton County, the Community Prevention Wellness Initiative Third Amendment, between Washington State Health Care Authority and Benton County; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Community Prevention Wellness Initiative; and

BE IT FURTHER RESOLVED, the term of the attached Third Amendment commences on July 1, 2021 and ends on September 29, 2022.

Dated this…….day of ……..., 2021

_____
Chairman of Board

_____
Member

_____
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Originals: Benton Commissioners, Human Services M. Clark

Washington State Health Care Authority	**CLIENT SERVICES AMENDMENT** For CPWI Prevention Services	HCA Contract Number: K3904 Amendment Number: 3 Contractor/Vendor Contract Number:

This AMENDMENT TO THE CONTRACT is by and between the State of Washington Health Care Authority (HCA) and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME Benton County		CONTRACTOR DOING BUSINESS AS (DBA)
CONTRACTOR CONTACT 7102 W OKANOGAN PL., STE. 201, KENNEWICK 99336 Mari.clark@co.benton.wa.us 509-737-3902		HCA CONTACT Reamer, William (Billy) (HCA) William.reamer@hca.wa.gov 360-688-3400
AMENDMENT START DATE July 1, 2021	AMENDMENT END DATE September 29, 2022	CONTRACT END DATE September 29, 2022
PRIOR MAXIMUM CONTRACT AMOUNT $1,071,918	AMOUNT OF INCREASE $340,000	TOTAL MAXIMUM CONTRACT $1,411,918

RECITALS

WHEREAS, HCA and Contractor previously entered into Contract K3904 for CPWI services; and

WHEREAS, HCA determined that references to 2 CFR Part 200, OMB Circular A-133 and OMB Circular A-87 were outdated and needed to be replaced with 45 CFR Part 75, Subpart E, Cost Principles, and Subpart F, Audit Requirements;

WHEREAS, HCA and Contractor agree to amend this contract to, when applicable, extend the contract end date, add and funding, update the statement of work, update any pertinent time periods, update CFR and OMB references, and fix any contract template errors.

NOW THEREFORE, the parties agree the Contract is amended, pursuant to Section 17, Amendment, as follows on pages 2 through 13 of this Amendment.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Kyle Sullivan	Kyle Sullivan Human Services Manager	7/14/21
HCA SIGNATURE DocuSigned by: Rachelle Amerine 71E17FEBBC774E7...	**PRINTED NAME AND TITLE** Rachelle Amerine, Contracts Administrator Division of Legal Services	**DATE SIGNED** 6/30/2021

1. Contract face page and Table of Contents are hereby amended to reflect the attachments in the following order:

   Attachment 1: Statement of Work

   Attachment 2: Confidential Information Security Requirements

   Attachment 3: Business Associate Agreement

   Attachment 4: Data Use, Security and Confidentiality

   Attachment 5: Federal Compliance, Certifications and Assurances

   Attachment 6: Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

   Attachment 7: SAMHSA Award Terms

   Attachment 8: Federal Award Identification for Subrecipients

2. All instances of the Attachments throughout the Contract are amended to reflect the numbering as indicated above.

3. All references to "the Contractor" or "contractor" will be replaced with "Contractor."

4. Section 1, Definitions, is amended to replace definitions as follows:

   "**Administrative**" or "**Indirect Costs**" are elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs. Admin/indirect costs are those elements of cost incurred by the entity or organization as a whole and are not generally subject to the direct control of the individual department managers. Criteria for Administrative/Indirect Costs, Contract-Specific Direct Costs, and Shared Direct Costs are outlined in the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

   - Further, all references to the term "Admin" or "Indirect" are hereby replaced by "Admin/Indirect."

   "**Award and Revenues**" or "**A&R**" details the Contractor's Awards and Revenues. For new funding starting 7/1/2021, the Awards and Revenue will be sent separately from the Contract and is incorporated within the Contract by reference to the Award and Revenues. The Contractor must budget and bill according to each Award and Revenues.

   - Further, references to Attachment 9, Award and Revenues, are hereby removed.

   "**Media Materials and Publications**" means:

   - News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
   - Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
   - Earned Media: Published news stories (print, broadcast or online) resulting from the Contractor's Agreements with reporters;

- Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
- Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.
- Other Media Material and Publications: Other print and video materials that are created under this Contract.

"**Subaward**" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreements that the pass-through entity considers a contract.

"**Sub-Recipient**" means a non-federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

"**Vendor**" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See 45 CFR Part 75, Subpart F, Audit Requirements,for additional details.

5. Section 1, Definitions, is amended to remove the following definitions:

"Authority"

- Further, all references to the term "Authority" are hereby replaced with "HCA."

"BARS"

"Fiscal/Program Requirements"

- Further, all references to the term "Fiscal/Program Requirements" are hereby replaced with "Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide."

"Young Adult"

"Youth"

6. Section 1, Definitions, is amended to add the following definitions:

"**Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide**" means the Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by HCA, located at https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules#t.

7. Section 3, Term, is amended to reflect the following:

The term of this amendment will commence on **July 1, 2021**, and will continue through **September 29, 2022**, unless terminated sooner.

8. Section 4, Applicable Law, is replaced in its entirety as follows:

4. Applicable Law

These legal resources identified below are incorporated by reference and include but are not limited to the following:

i. 21 CFR Food and Drugs Chapter I, Subchapter C, Drugs: General;

ii. 42 CFR Subchapter A-General Provisions, Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records;

iii. Omnibus Crime Control and Safe Streets Act of 1968;

iv. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Block Grant;

v. 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;

vi. Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules#t;

vii. Title VI of the Civil Rights Act of 1964;

viii. Section 504 of the Rehabilitation Act of 1973;

ix. Title II of the Americans with Disabilities Act of 1990;

x. Title IX of the Education Amendments of 1972;

xi. The Age Discrimination Act of 1975; and

xii. The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, E and G, and 28 CFR Parts 35 and 39.

If this Contract is not supported by Federal funds, then all references to Federal laws and regulations do not apply.

9. Section 7.1, Contractor Monitoring, Subsection 7.1, Subrecipient Compliance, is replaced in its entirety as follows:

7.1. Subrecipient Compliance

If the Contractor is a subrecipient (as defined in CFR 75.351) of federal awards, then the Contractor shall:

i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

iv. Incorporate 45 CFR Part 75, Subpart F, Audit Requirements, into all agreements between the Contractor and its Subcontractors who are sub-recipients;

v. Comply with any future amendments to 45 CFR Part 75, Subpart F, Audit Requirements, and any successor or replacement;

vi. Comply with the applicable requirements of 45 CFR Part 75, Subpart E, Cost Principles, and any future amendments to 45 CFR Part 75, Subpart E, Cost Principles, and any successor or replacement; and

vii. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/statutes.htm for additional information and access to the aforementioned Federal laws and regulations.)

10. Section 7.1, Contractor Monitoring, Subsection 7.1.1, Single Audit Compliance, is replaced in its entirety as follows:

7.1.1. Single Audit Compliance

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

i. Submit to the HCA contact person the data collection form and reporting package specified in 45 CFR Part 75, Subpart F, Audit Requirements, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

ii. Follow-up and develop corrective action for all audit findings; in accordance with 45 CFR Part 75, Subpart F, Audit Requirements, including preparing a "Summary Schedule of Prior Audit Findings."

11. Section 8, Compensation and Billing, Subsection 8.1, is amended to reflect an increase in maximum compensation by **$340,000** from **$1,071,918** to **$1,411,918**.

12. Section 8, Compensation and Billing, Subsection 8.1, is amended to remove the reference to Attachment 9 and now reads as, "in accordance with the Award and Revenues."

13. Section 8, Compensation and Billing, Subsection 8.2, is amended to update the reference to Attachment 10 and replaced with:

HCA shall reimburse the Contractor only for actual incurred and allowable costs for the services identified in this Contract and in accordance with the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

14. Section 8, Compensation and Billing, Subsection 8.3(i), is amended to reflect the following:

    Administrative/indirect costs are defined in Section 1. Definitions.

15. Section 9, Subcontract Language, Subsection 9.1, is replaced in its entirety as follows:

9.1. Subcontract Language

It is the Contractor's sole responsibility to ensure that its subcontractors performing services under this Contract are meeting the requirements below and as otherwise outlined in this Contract when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

i. Subcontractor's identifying information including DUNS number and Zip code +4 of subcontractor

ii. Applicable definitions

iii. Identification of purpose and term of subcontract

iv. Federal and state laws as applicable

   a. This includes, but not limited to the audit requirements

v. Subrecipient requirements as applicable

vi. Identification of funding sources and associated funding requirements

vii. Determination of eligible clients

viii. Compensation and billing arrangement in compliance with the terms of this contract and the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide (see definitions for more information).

ix. Termination and contract closeout language as applicable to include:

   a. That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the county

   b. What actions the Subrecipient will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into Minerva

x. How service recipients will be informed of their right to a grievance in the case of:

   a. Denial or termination of service

   b. Failure to act upon a request for services with reasonable promptness

xi. Statement of work and/or identification of deliverables and plan for monitoring

xii. Identification of data entry into Minerva, as applicable

xiii. Authorization for Contractor to conduct an inspection of any and all subcontractor facilities where services are performed including for contract monitoring activities

a. Requirement that subcontractors will perform background checks on its employees and independent contractors used to perform the services

xiv. FBO requirements if applicable

xv. Insurance requirements

xvi. Debarment and suspension certification

xvii. Protection of confidential Information and restrictions on the providing and sharing of data

xviii. Business Associate Agreement in compliance with the requirements of HIPAA

xix. Federal compliance, certifications, and assurances as applicable

xx. SAMHSA award terms as applicable, and

xxi. Identifying unallowable uses of federal funds if applicable

16. Section 56, Order of Precedence, Subsection (iv), is replaced as follows:

iv. Administrative regulations, cost principles and audit requirements

17. Attachment 1, Statement of Work, Section 1, Coordination of Prevention Services, Subsection (iii)(b)(I) is amended to change Action Plan and Budget due dates as follows:

Cohorts 1-4: June 15 of each year that this Contract is active.

Cohorts 5 and 6: August 15 of each year that this Contract is active.

18. Attachment 1, Statement of Work, Section 2, Subsection d is amended to remove the reference to the Program/Fiscal Requirements and replaced with:

Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

19. Attachment 1, Statement of Work, Section 5, Reporting Requirements, Subsection (iv), Performance Work Statement/Evaluation, subsection (c)(IV), is replaced to read as follows:

A program that resulted in the need for a Performance Improvement Plan and Plan during the 7/1/2019 – 6/30/2021 will not carry that record forward into 7/1/2021 – 6/30/2023.

20. Attachment 5, Federal Compliance, Certifications, and Assurances, is amended to replace the following paragraphs:

a. Source of Funds **SABG**: This agreement is being funded partially or in full through Cooperative Agreement number **B08T1083845**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.959 in the amount of **$281,814**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K3904, Amendment 3**.

b. *Period of Availability of Funds SABG:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **B08T1083845** unless carryover of unobligated balances is permitted, in

which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period

21. Attachment 6, Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form, is replaced and incorporated herein.

22. Attachment 7, Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms, updated in March, 2021, is replaced and incorporated herein.

23. Attachment 8, Federal Award Identification for Subrecipients, is added and incorporated herein.

24. Attachment 9, *Award and Revenues*, has been removed from the contract. For new funding starting 7/1/2021, the Awards and Revenue will be sent separately from the Contract and is incorporated within the Contract by reference to the Award and Revenues. The Contractor must budget and bill according to each Award and Revenues.

25. Attachment 10, *Standards for Reimbursable Costs*, has been removed from the contract.

26. This Amendment will be effective July 1, 2021("Effective Date").

27. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

28. All other terms and conditions of the Contract remain unchanged and in full force and effect.

ATTACHMENT 6 - Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Required Information about your organization and this contract will be made available on USASpending.gov by HCA as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at https://www.uscontractorregistration.com/.

CONTRACTOR

1. Legal Name: Benton County	2. DUNS Number: 602898884
3. Principle Place of Performance: 7102 W Okanogan Pl., Ste. 201	3a. Congressional District
3b. City: Kennewick	3c. State: WA
3d. Zip+4: 99336-2341	3e. Country
4. Are you registered in CCR (https://www.uscontractorregistration.com/)? ☐YES (skip to page 2. Sign, date and return) ☐NO	

In the preceding fiscal year did your organization:

a. Receive 80% or more of annual gross revenue from procurement federal contracts, Subcontracts, grants, loans, sub-grants, and/or cooperative agreements; **and**
b. $25,000,000 or more in annual gross revenues from federal procurement contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

☐ NO (skip the remainder of this section - Sign, date and return)
☐ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name Of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c) (2))

By signing this document, the Contractor Authorized Representative attests to the information.

Signature of Contractor Authorized Representative	Date

HCA will not endorse the Contractor's sub-award until this form is completed and returned.

FOR HEALTH CARE AUTHORITY USE ONLY

HCA Contract Number: **K3904, Amendment 3**
FAIN: **B08T1083845**
Sub-award Project Description (see instructions and examples below) **CPWI Prevention Services**

Instructions for Sub-award Project Description:

In the first line of the description provide a title for the sub-award that captures the main purpose of the Subrecipients work. Then, indicate the name of the Subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creatin

ATTACHMENT 7 - Substance Abuse and Mental Health Services Administration (SAMHSA), 2021 Award Terms

By drawing or otherwise obtaining funds as a subawardee or contractor of a non-federal entity drawing or otherwise obtaining funds from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), you agree to the following pass-through terms and conditions.

https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions

Name	Language
Acceptance of the Terms of an Award	This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant.
Non-Supplanting	Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds. Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123
Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward.
Marijuana Restrictions	Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. *See, e.g.,* 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substances under the federal law.
Executive Pay	The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is **$199,300**.
Promotional Items	SAMHSA grant funds may not be used for Promotional Items. Promotional Items include but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

Acknowledgment of Federal Funding at Conferences and Meetings	When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites): *Funding for this conference was made possible in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.*
Rights in Data and Publications	As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement. HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. SAMHSA reserves a royalty-free, nonexeclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
Mandatory Disclosures	Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to HCA and the HHS OIG at the following addresses: U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington DC 20201 Fax: (202) 205-0604 (include "Mandatory Grant Disclosures" in subject line or email) MandatoryGranteeDisclosures@oig.hhs.gov Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 USC 3321)
Lobbying Restrictions	Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93. U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law,

	ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.
Drug Free Workplace	The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.
Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 175	The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf
Confidentiality of Alcohol and Drug Abuse Patient Records	The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
Healthy People 2020	Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/

Accessibility Provisions	Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil-rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.
Legislative Mandates	Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/house-bill/6157/text?format=txt.
Ad Hoc Submissions	Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following: • Payroll • Purchase orders • Contract documentation • Proof of project implementation

ATTACHMENT 8 - Federal Award Identification for Subrecipients

(Reference 45-CFR 75.352)

Substance Abuse Prevention and Treatment Block Grant (SABG)

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Benton County
(ii) Subrecipient's unique entity identifier; (DUNS)	602898884
(iii) Federal Award Identification Number (FAIN);	B08T1083845
(iv) Federal Award Date (see §200.39 Federal award date);	10/01/2019 – 09/30/2021
(v) Subaward Period of Performance Start and End Date;	7/1/2021 through 6/30/2023
(vi) Amount of Federal Funds Obligated by this action;	$281,814
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	$281,814
(viii) Total Amount of the Federal Award;	$38,119,291
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Substance Abuse Prevention and Treatment
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.959 Substance Abuse Prevention and Treatment Block Grant
(xii) Identification of whether the award is R&D; and	☐ Yes ☒ No
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	8%

DocuSign

Certificate Of Completion

Envelope Id: 1BA606411D9F4CE896E193A2466515D6
Subject: DocuSign NOTIFICATION: Contract K3904-03 with Benton County
Source Envelope:
Document Pages: 25
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Janet Stevens
626 8th Ave SE
Olympia, WA 98501
janet.stevens@hca.wa.gov
IP Address: 198.239.12.222

Record Tracking

Status: Original
6/30/2021 4:24:59 PM

Holder: Janet Stevens
janet.stevens@hca.wa.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Rachelle Amerine rachelle.amerine@hca.wa.gov Contracts Administrator CloudPWR OBO Washington State Health Care Authority-Sub Account Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Rachelle Amerine 71E17FEBBC774E7... Signature Adoption: Pre-selected Style Using IP Address: 198.239.14.209	Sent: 6/30/2021 4:31:05 PM Viewed: 6/30/2021 7:59:15 PM Signed: 6/30/2021 7:59:26 PM
Kyle Sullivan kyle.sullivan@co.benton.wa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 6/30/2021 7:59:27 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Heidi Jones heidi.jones@hca.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/30/2021 4:31:05 PM
William Reamer billy.reamer@hca.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/16/2021 6:06:36 AM ID: 767f2277-e510-4bd0-8499-baa20d6a09f5	COPIED	Sent: 6/30/2021 4:31:06 PM Viewed: 7/1/2021 6:29:42 AM

Carbon Copy Events	Status	Timestamp
Mari Clark mari.clark@co.benton.wa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/6/2020 7:12:41 AM ID: 45a421d8-bd5d-4e58-ae5a-2858652b5da8	COPIED	Sent: 6/30/2021 7:59:28 PM Viewed: 7/1/2021 1:27:36 PM
HCA Financial Services FINANCIALSVC@HCA.WA.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2021 4:31:06 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CloudPWR OBO Washington State Health Care Authority-Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CloudPWR OBO Washington State Health Care Authority-Sub Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: todd.stone@hca.wa.gov

To advise CloudPWR OBO Washington State Health Care Authority-Sub Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at todd.stone@hca.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CloudPWR OBO Washington State Health Care Authority-Sub Account

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CloudPWR OBO Washington State Health Care Authority-Sub Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CloudPWR OBO Washington State Health Care Authority-Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CloudPWR OBO Washington State Health Care Authority-Sub Account during the course of your relationship with CloudPWR OBO Washington State Health Care Authority-Sub Account.

Grant Number: K3904
Amendment Number: 3

Washington State Health Care Authority
Community Prevention Wellness Initiative Services

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:

Chair Date

Attest:

Clerk of the Board

Approved as to form:	**Approved as to form:**	
Dept. of Human Services	Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Execute Agreement #2021-HHAA-EFH with Elijah Family Homes
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to contract with Elijah Family Homes to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide specialized low-income housing and wrap-around support services to families in recovery who are not eligible for public housing options.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $10,000.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-HHAA-EFH BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ELIJAH FAMILY HOMES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Elijah Family Homes to assist County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program provides specialized low-income housing and wrap-around support services to families in recovery who are not eligible for public housing options; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2021-HHAA-EFH between Benton County Department of Human Services and Elijah Family Homes to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton County to reduce homelessness, for a Consideration amount of $10,000.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on March 1, 2021 and shall expire on December 31, 2022.

Dated this . . . . day of . . . . . , 2021

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-HHAA-EFH

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **Elijah Family Homes**, a nonprofit organization, with its principal offices at 660 George Washington Way, Richland, WA 99352, (hereinafter "Contractor").

County Contact Representative:
Kyle Sullivan, Manager
Benton County
7102 W. Okanogan Place Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
Email: Kyle.sullivan@co.benton.wa.us

Contractor Contact Representative:
Matthew West, Executive Director
Elijah Family Homes
660 George Washington Way
Richland, WA 99352
Phone: (509) 735-1295
Email: mwest@elijahfamilyhomes.org

Agreement Start Date ..... March 1, 2021
Agreement End Date..... December 31, 2021
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $10,000.00

Exhibit A..... Budget
Exhibit B..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

_____ Title: Ex. Director Date 7 13 21

For Benton County:

_____ _____
Benton County Commissioners Date

_____
Attest: Clerk of the Board

Approved as to Content:

_____
Department of Human Services

Approved as to Form:

_____
Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' Five-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton County Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 OPERATIONS

a. **Program Overview:**
This Transition to Success program provides specialized low-income housing and wrap-around support services to families in recovery who are not eligible for public housing options.

b. **Transitional Housing Operations:**
- Transitional Housing Operations: Eligible costs are the salary costs of maintenance staff necessary for the operation of the transitional housing.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

7.1. Supportive Service Report:
- HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any

allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. CLIENT ELIGIBILITY REQUIREMENTS

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
- Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. **INTERAGENCY COOPERATION:** Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:
    - a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
    - how staff training, experience, and expertise relate to the needs of participants and the program's mission;
    - that it is able to account for and manage public funds;
    - an administrative/organizational structure that clearly defines responsibilities; and
    - that it involves participants in policy development and the impact this has had on the program.

14. **OTHER REQUIREMENTS**:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm other than a bona fide employee working exclusively for the Contractor any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it

submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** The Contractor shall hold harmless, indemnify, and defend the County and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County or its officers, officials, employees, or agents.

    In any and all claims against the County and its officers, officials, employees, and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error or omission, or breach of any common law, statutory, or other delegated duty by the Contractor or the Contractor's employees, agents, or subcontractors.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

    Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

    Specific limits required:
    $2,000,000 General Aggregate
    $1,000,000 Products/Completed Operations Aggregate
    $1,000,000 Personal Injury and Advertising Injury
    $1,000,000 Each Occurrence

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically

states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. **NOTICES:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films;

pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value; the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach

of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of

noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of

completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

    TRANSITIONAL HOUSING OPERATIONS

    a. **Transitional Housing Operations** eligible for reimbursement and may be billed between March 1, 2021 and December 31, 2021 and shall not exceed $10,000.00 during the term of this Agreement.

53. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. **PAYMENT PROVISIONS**

    54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

    - the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
    - the Contractor fails to maintain its reporting obligations under this Agreement;
    - claims for payments are inconsistent with the terms and conditions of this Agreement; or

- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Execute Consolidated Homeless Grant 22-46108-03 between Washington State Department of Commerce and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Washington State Department of Commerce would like to contract with Benton County Department of Human Services (BCDHS) for the Consolidated Homeless Grant (CHG) to provide rental assistance, utlitly assistance, and essential needs for the homeless.

Fiscal Impact

Amount: $2,476,388.00

Fund: Funding for the services described in this contract is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a grant amount of $2,476,388.00.

Recommendation

- Sign the Resolution to accept the proposed contract
- Approve the proposed contract by signing all the copies where indicated

Suggested Motion

Consent Agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING CONTRACT NUMBER: 22-46108-03 CONSOLIDATED HOMELESS GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT, AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, Washington State Department of Commerce would like to contract with Benton County Department of Human Services (BCDHS) the for the Consolidated Homeless Grant (CHG); and

WHEREAS, the Consolidated Homeless Grant (CHG) provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and sub grantees must prioritize unsheltered homeless households for assistance and services; and

WHEREAS the grant is for services in both Benton and Franklin Counties. Benton County provides services under this grant to Franklin County through an interlocal agreement; and

WHEREAS, the contract must be submitted digitally and requires an established account and digital signature; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners approves the contract between Benton County and the Washington State Department of Commerce for the Consolidated Homeless Grant in the amount of $2,476,388.00; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services Manager be, and hereby is, authorized to digitally sign, on behalf of Benton County, the Consolidated Homeless Grant (CHG), between Washington State Department of Commerce and Benton and Franklin Counties; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Consolidated Homeless Grant; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on July 1, 2021 and ends on June 30, 2023. .

Dated this…….day of ……..., 2021

_____
Chairman of Board

_____
Member

_____
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Originals: Benton Commissioners, Human Services M. Clark

DocuSign Envelope ID: 8A59AF0E-F1F2-4176-B650-73E9DA87ED85

Washington State Department of Commerce

Interagency Agreement with

Benton County Department of Human Services

through

Community Services and Housing Division
Housing Assistance Unit

Consolidated Homeless Grant (CHG)

Start date: July 1, 2021

DocuSign Envelope ID: 8A59AF0E-F1F2-4176-B650-73E9DA87ED85

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FACE SHEET

Contract Number: 22-46108-03

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)

1. Contractor	**2. Contractor Doing Business As (optional)**
Benton County Department of Human Services 7102 W Okanogan Pl., Ste. 201 Kennewick, WA 99336	N/A
3. Contractor Representative	**4. COMMERCE Representative**
Kyle Sullivan Manager (509) 737-3909 kyle.sullivan@co.benton.wa.us	Jessica Simon Grant Manager (360) 972-4143 jessica.simon@commerce.wa.gov 1011 Plum Street SE Olympia,Washington,98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$2,476,388.00	**Federal:** ☐ **State:** ☐ **Other:** ☒ **N/A:** ☐	July 1, 2021	June 30, 2023

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number**
N/A	N/A	N/A

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
N/A	SWV0000322-02	035000971	N/A

14. Contract Purpose

This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: 2022-2023 CHG Information and Budget workbook, CHG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.

FOR CONTRACTOR	**FOR COMMERCE**
Kyle Sullivan, Manager	Diane Klontz, Assistant Director Community Services and Housing Division
Date	Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

5. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the CHG Program Guidelines. These Guidelines are incorporated by reference.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor shall provide upon requested to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program.

7. SUBCONTRACTOR DATA COLLECTION

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

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Attachment A

Scope of Work

A. Grantees shall commit to operating a high-performing crisis response system in their county by:
   a. Prioritizing unsheltered homeless households and households fleeing violence for services and programs.
   b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
   c. Employing a progressive engagement service model.
   d. Prioritizing households most likely to become homeless when using prevention rent assistance.

B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
   a. Invoice and Voucher Detail Worksheet for reimbursement
   b. Required report(s) from HMIS included with the Invoice

C. Grantees shall submit the following deliverables on time with truthful, accurate information:
   a. Local Homeless Housing Plan Updates.
   b. Annual County Report/Homeless Housing Inventory including Point-In-Time Count information.
   c. Essential Needs Report.
   d. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate.

D. Grantees shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Coordinated Entry Guidelines.

E. Grantees shall commit to participating in developing new performance measures that will be finalized by January 2022.

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Attachment B

Budget

Budget	Benton County	Franklin County	Total
Admin	$125,000.00	$59,600.00	$184,600.00
Rent/Fac Support Lease	$401,688.00	$199,582.00	$601,270.00
Other Rent/Fac Support Lease and Housing Costs	$12,000.00	$7,000.00	$19,000.00
Operations	$270,000.00	$114,078.00	$384,078.00
PSH CHF Rent/Fac Support Lease	$24,000.00	$12,600.00	$36,600.00
PSH CHF Other Rent/Fac Support Lease and Housing Costs	$1,000.00	$1,000.00	$2,000.00
PSH CHF Operations	$7,200.00	$3,600.00	$10,800.00
HEN Admin 2022	$29,465.00	$13,866.00	$43,331.00
HEN Rent/Fac Support and Housing Costs 2022	$286,269.00	$124,795.00	$411,064.00
HEN Operations 2022	$105,200.00	$59,425.00	$164,625.00
HEN Admin 2023	$29,465.00	$13,866.00	$43,331.00
HEN Rent/Fac Support and Housing Costs 2023	$286,269.00	$124,795.00	$411,064.00
HEN Operations 2023	$105,200.00	$59,425.00	$164,625.00
Total	$1,682,756.00	$793,632.00	$2,476,388.00

DocuSign

Certificate Of Completion

Envelope Id: 8A59AF0EF1F24176B65073E9DA87ED85
Status: Sent
Subject: Please DocuSign: Benton Franklin CHG 2022-2023 Contract.pdf
Division:
Community Services and Housing
Program: CHG
ContractNumber: 22-46108-03
Source Envelope:
Document Pages: 12
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jessica Simon
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
jessica.simon@commerce.wa.gov
IP Address: 198.239.10.181

Record Tracking

Status: Original
6/16/2021 3:04:42 PM
Holder: Jessica Simon
jessica.simon@commerce.wa.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Washington State Department of Commerce
Location: DocuSign

Signer Events	Signature	Timestamp
Kyle Sullivan kyle.sullivan@co.benton.wa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 3:02:19 PM ID: f5877ed9-caeb-48b9-b069-61fd9ce2f5e2		Sent: 6/17/2021 4:49:32 PM Viewed: 7/1/2021 3:02:19 PM
Diane Klontz diane.klontz@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Kathy Klnard Kathy.Klnard@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 147.55.149.207	Sent: 6/16/2021 3:09:30 PM Viewed: 6/17/2021 9:12:37 AM

Certified Delivery Events	Status	Timestamp
Tedd Kelleher tedd.kelleher@commerce.wa.gov Senior Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 198.239.10.230	Sent: 6/17/2021 9:12:37 AM Viewed: 6/17/2021 4:49:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2021 3:09:30 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Grant Number: 22-46108-03
Amendment Number:

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:

Chair Date

Attest:

Clerk of the Board

Approved as to form:	**Approved as to form:**	
Dept. of Human Services	Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Execute Agreement 2163-25117 Between Department of Social and Health Services Developmental Administration and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, Contract Manager
Reviewed By:	Kyle Sullivan, Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Developmental Disabilities Administration (DDA) would like to enter into Agreement 2163-25117 with Benton County Department of Human Services for the purpose to advance the state legislative policy to provide a coordinated and comprehensive state and local program of employment services for persons with developmental disabilities.

Fiscal Impact

Amount: $1,860,569.00

Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed Agreement
- Approve the proposed Agreement 2163-25117 by signing where indicated

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING DSHS AGREEMENT NUMBER: 2163-25117, BETWEEN DEPARTMENT OF SOCIAL AND HEALTH SERVICES DEVELOPMENTAL DISABILITIES ADMINISTRATION AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Developmental Disabilities Administration (DDA) would like to contract with Benton County Department of Human Services for the purpose to advance the state legislative policy to provide a coordinated and comprehensive state and local programs of employment services for persons with developmental disabilities; NOW, THEREFORE,

BE IT RESOLVED, that the Boards of Benton County Commissioners hereby accept the proposed Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby are, authorized to sign, on behalf of Benton County, DSHS Agreement Number: 2163-25117, between the Developmental Disabilities Administration within Department of Social and Health Services and Benton County Department of Human Services, for a maximum program agreement amount of $1,860,569.00.

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and expires on June 30, 2022.

Dated this_____day of_____, 2021.

Attest:

_____
Chair

_____
Clerk of the Board

_____
Member

_____
Member
Constituting the Board of County Commissioners,
Benton County, Washington

Clerk of the Board

cc: Human Services; Commissioners M. Clark

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Washington State Department of Social & Health Services

Transforming lives

COUNTY PROGRAM AGREEMENT
DDA County Services

DSHS Agreement Number
2163-25117

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Developmental Disabilities Admin	Division of Developmental Disabilities	1122	1769CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Seanna Woodard Operations Manager	1611 W Indiana Ave Spokane, WA 99205

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(509)329-2952	(509)568-3037	woodas@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Benton County Benton-Franklin DDA County Services	Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick, WA 99336
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Mari Clark

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 737-3902	(509) 783-5981	mari.clark@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2021	06/30/2022	$1,860,569.00

EXHIBITS. The following Exhibits are attached: **Exhibit A – Data Security Requirements; Exhibit B – Budget and Spending Plan**

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
	Kyle Sullivan Human Services Manager	7/14/21
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Special Terms and Conditions

1. **Definitions Specific to Program Agreement:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:

a. "Acuity Level" means the level of an individual's abilities and needs as determined through the DDA assessment.

b. "AWA" means ALTSA Web Access.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. "BARS" means Budget and Accounting Reporting System.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in

their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(5) "Group Supported Employment" or "GSE": services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "CRM" means the DDA Case Resource Manager.

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

l. "DDA" means the Developmental Disabilities Administration within DSHS.

m. "DDA Region" means the DDA Regional office.

n. "DVR" means the Division of Vocational Rehabilitation.

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "HCBS" means the Medicaid Home and Community Based Services.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours until student moves to Job Development phase of employment activities.

s. "PASRR" means Preadmission Screening and Resident Review.

t. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications,* County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

v. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

w. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

x. "Subcontractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between DDA and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without authorization are not reimbursable under this Program Agreement.

4. **Credentials and Minimum Requirements**:

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA region and contracted providers.

d. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The County will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications.***

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting,* if:

   (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

   (2) If they have reason to suspect that sexual or physical assault of such a person has occurred,

they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

(1) County Program Agreement;

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. **Statement of Work:** The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

(1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;

(2) Inform and include the County in the discharge planning of individuals leaving institutions and returning to the community who will need program funding;

(3) Inform the County of individuals who have had their waiver status changed;

(4) Work with the County when referring individuals for services and will withdraw referrals when authorization is not issued;

(5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;

(6) Inform Clients of service changes through Planned Action Notice(s);

(7) Work with the County to document planned services in the Individual's Person Centered Service Plan including notification of assessment dates;

(8) Work with the County when terminating services;

(9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when individuals are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Individual's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the individual's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the AWA system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with BARS Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(2) Criteria for Evaluation;

(3) DDA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the

categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate.

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the provider or the County to the client, their CRM, guardian and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided

to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA clients who were born between 9/1/00 through 8/31/01, currently attending school and have completed an application to participate in this Value Based Payment project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. If the Job Foundation recommendation is for subminimum wage work / group work, service provider may not continue support.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be

proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial Spending Plan. Funding shall be distributed under planned expenditures as well as allocated under State and Medicaid shall function as a line item budget for expenditures under this agreement. The planned expenditures for Consumer Support are based on Client numbers as well as planned additional consumer services expenditures. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed

rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional client(s) may be supported when clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office, responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities.

i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. Partnership project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(f) Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. Program Administration: The County will provide program administration and coordination including such activities as planning, budgeting, contracting, monitoring, evaluation and may bill for administrative costs as identified in **Exhibit B.** Administrative costs reimbursement will not exceed 7% of the total combined allocation for Consumer Support and Other Consumer Support services unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC. Monthly claims for administrative costs will be 1/12 of the maximum Administration amount identified in **Exhibit B,** or the lessor of the two.

g. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within sixty (60) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. PASRR Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

9. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.

10. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

11. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental

disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

12. Confidential Information. All Counties and their subcontractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

13. Data Security Requirements. Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

14. Supersession of Prior Data Security Agreement. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the Parties.

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

   e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

   i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority**. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes**.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition

i. **Cloud storage**. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection**. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation**.

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition**. When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B

Program Agreement Budget

X Original Budget **Budget Revision**

REVENUES

Fiscal Year	Fund Source	Original	1st Revision	2nd Revision	3rd Revision
2022	State Funds	991,051			
	Medicaid Funds	869,518			
	Total Rev.	$1,860,569	$	$	$

Fiscal Year	Fund Source	Original	1st Revision	2nd Revision	3rd Revision
2023	State Funds				
	Medicaid Funds				
	Total Rev.	$	$	$	$

	Job Foundation Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION (CMIS/AWA BARS 11)			66945	54774	121,719
OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)			62566	51190	113,756
CONSUMER SUPPORT					
STATE-ONLY			11088		11,088
Child Development			86898		86,898
MEDICAID CLIENTS			763554	763554	1,527,108
ROADS to COMMUNITY LIVING					
TOTAL			991,051	869,518	1,860,569

Grant Number: 2163-25117

Department of Social and Health Services
Developmental Disabilities Administration

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:

Chair Date

Attest:

Clerk of the Board

Approved as to form:	**Approved as to form:**	
Dept. of Human Services	Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/13/21 BC 07/27/21
Subject:	Sign County Program Agreement with DCYF/JRA Agreement No. 2163-24546 for i-ACT Program Development
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Department of Children, Youth and Families, Juvenile Rehabilitation Administration (DCYF/JRA), has asked to contract with the Benton-Franklin Counties Juvenile Justice Center to provide Individual-Alternative Choice Training (i-ACT) program development. The term of this agreement is July 1, 2021, to June 30, 2023.

The State will pay according to the conditions set forth in Exhibit B, Statement of Work of the Program Agreement.

Fiscal Impact

This project is grant funded. The maximum amount payable to the Counties is not to exceed $28,753.00.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement No. 2163-24546.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF CHILDREN, YOUTH & FAMILIES (DCYF), JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties has a Program Agreement with Washington State Department of Children, Youth, and Families for i-ACT Program Development; and

WHEREAS, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement No. 2163-24546 between Washington State Department Of Children, Youth and Families, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2021 and terminating on June 30, 2023; and

WHEREAS, the new agreement was not received by the Washington State Department of Children, Youth and Families until June 28, 2021 and is backdated to July 1, 2021 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2021; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement No. 2163-24546 in an amount not to exceed $28,753.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement No. 2163-24546; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2021 and expires on June 30, 2023.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-DCYF i-ACT No. 2163-24546, 1-Juvenile

R. Garcia

COUNTY PROGRAM AGREEMENT
i-ACT Program Development

DCYF Agreement Number
2163-24546

This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DCYF ADMINISTRATION	DCYF DIVISION	DCYF INDEX NUMBER	DCYF CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1122	2000CC-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)870-5727	Click here to enter text.	karena.mcgovern@dcyf.wa.gov

COUNTY NAME	COUNTY ADDRESS
Benton County	5605 W Canal Place Suite 106 Kennewick, WA 99336
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Darryl Banks

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 783-2151	(509) 736-2728	darryl.banks@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2021	06/30/2023	$28,753.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

☒ **Exhibits (specify): Exhibit A-Data Security Requirements; Exhibit B-Statement of Work**

☐ **No Exhibits.**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
Darryl Banks	Administrator, BFSSC	6-28-2021
DCYF SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Karena McGovern	Karena McGovern Contract Specialist	6/28/2021

Special Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "DCYF" means the Department of Children, Youth, and Families.

   b. "i-ACT" means Individual – Alternative Choice Training.

   c. "Juvenile Rehabilitation" or "JR" means the Division under the Department of Children, Youth, and Families.

2. **Purpose.**

   The purpose of this Contract is to provide for staff time to develop, train, and provide consultation to i-ACT trainers providing the service.

3. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.

4. **Statement of Work – Exhibit B**. The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.

5. **Billing and Payment**

   a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JR shall not make payment for any deliverable not completed in accordance to the specifications identified in this Contract.

   b. Invoice shall be sent to the DCYF Program Contact listed in the Statement of Work.

   c. DCYF shall pay the Contractor upon acceptance by DCYF of a properly completed A-19 Invoice Voucher. The invoice shall include any required documentation of the services delivered as specified in the Statement of Work. Payment shall be sent to the Contractor's address on page one of this Contract.

   d. Payment shall be considered timely if made by DCYF within 30 days after receipt of the properly completed invoice.

   e. The Contractor accepts the DCYF payment as the sole and complete payment for the services provided under this Contract.

   f. DCYF shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with Exhibit B: Statement of Work. If DCYF pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.

   g. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.

Special Terms and Conditions

6. Services Authorized as Needed

DCYF shall request services from the Contractor on an as-needed basis. This Contract does not obligate DCYF to authorize services from the Contractor.

7. Payment Only for Authorized Services

DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DCYF shall pay only for services authorized and provided through the date of termination.

8. Funding Stipulations

a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client's eligibility for federal funding.

b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DCYF.

d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

9. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DCYF later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DCYF shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

10. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

11. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community.

Special Terms and Conditions

12. Compliance Agreement

In the event that DCYF identifies deficiencies in Contractor's performance under this Contract, DCYF may, at its option, establish a Compliance Agreement. When presented with a Compliance Agreement, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

13. Compliance with JR Policies and Standards.

a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

14. Administrative Records

The Contractor shall retain the following administrative records:

a. Fiscal records that shall substantiate costs charged to DCYF under this Contract;

b. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract;

c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer; and

d. Copy of the Contractor's Certificate of Insurance and for each subcontractor.

15. Background Checks

a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.

c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

(1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

(2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or

(3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

16. Sexual Misconduct

a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:

(1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or

(2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

17. PREA Requirements

The following Prison Rape Elimination Act (PREA) training and Criminal History Background Check requirements must be met if you are providing services to youth in a JR facility and will have direct unsupervised access to youth. The training requirement only needs to be completed once.

1. Participate and complete all Prison Rape Elimination Act (PREA) required trainings which shall consist of the following:

(1) Review of JR's PREA Policy 5.90, Applying the PREA Standards in JR;

(2) Review of the "JR Guide to the Prevention and Reporting Sexual Misconduct" brochure;

(3) View the National Institute of Corrections Video, Keeping Our Kids Safe: The Prison Rape Elimination Act and Juvenile Justice, Parts 1 and 2 (approx. 23 minutes total). Viewable via the YouTube link: NIC Keeping Kids Safe (https://www.youtube.com/watch?v=bH1J4M7QnYg); and

(4) Completion of the JR's PREA "Volunteer/Contractor Acknowledgement Completion of Training and Policy Review" Form.

b. Complete the "PREA Sexual Misconduct" Form (DCYF 20-296).

c. Provide the completed "PREA Sexual Misconduct" and "Volunteer/Contractor Acknowledgement Completion of Training and Policy Review" forms to the JR Program Staff identified below or their designee, for each staff having direct unsupervised contact with JR residents within JR's Institutions or Community Facilities.

d. Complete a mandatory Criminal History Background Check at least every 5 years and a National Fingerprint Criminal Records Background Check.

18. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

19. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

20. Insurance

a. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

DB ☑ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DCYF, provide certificates of insurance to that effect to the DCYF contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DCYF, its elected and appointed officials, agents, and employees shall be named as additional insureds.

21. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the Section **Disputes** below.

A copy of the regional conflict resolution process is available from the DCYF Contact person listed on page 1 of this Contract.

22. Disputes

a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DCYF policy is not disputable. A party's written request for dispute resolution must include:

(1) A statement identifying the issue(s) in dispute; and

(2) Contractor's name, address and contract number.

b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.

c. A copy of the current DCYF's dispute resolution process is available at any time by written request.

d. Requests for dispute resolution or for a copy of the current DCYF's dispute resolution process should be sent to:

Department of Children, Youth & Families
Attention Contracts Unit
P.O. Box 40983
Olympia, WA 98504-0983

e. This dispute resolution process is the sole administrative remedy available under this Contract.

23. Emergency Management & Response

a. It may be possible, that during the performance of this Contract, that DCYF or the State of Washington could issue or declare a State of Emergency. Such an emergency could include, but not be limited to:

(1) Pandemic;

(2) Public Health Emergency;

(3) Natural or manmade disaster; and / or

(4) Civil Unrest.

b. If such a declaration is made, by DCYF or the State of Washington, then DCYF may choose to temporarily modify the service delivery provisions of this contract. Those modifications will be time limited and will be provided by your DCYF/JR Program Contact.

DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
2. Authority
3. Scope of Protection
4. Compliance with Laws, Rules, Regulations, and Policy
5. Administrative Controls
6. Authorization, Authentication, and Access
7. Protection of Data
8. Method of Transfer
9. System Protection
10. Data Segregation
11. Confidentiality Protection
12. Data Disposition
13. Data shared with Subcontractors
14. Notification of Compromise or Potential Compromise
15. Breach of Data
16. Public Disclosure

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information and who has been authorized to do so.

   c. "Business Associate Agreement" means an agreement between DCYF and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

   d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

f. "Confidential Information" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information, Category 4 Data, Sensitive Personal Information, or Materials.

h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

i. "FedRAMP" means the Federal Risk and Authorization Management Program (see https://www.fedramp.gov/), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

j. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

k. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

l. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

m. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

n. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

o. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

p. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

q. "Sensitive Personal Information" means personally identifying information including, but not limited to: names, addresses, health information, GPS [Global Positioning System] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information, and any financial identifiers.

r. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.

s. Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

t. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority**. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the State of Washington, and of the DCYF Information Security Policy and Standards Manual.

3. **Scope of Protection.** Applies to Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.

4. **Compliance with Laws, Rules, Regulations, and Policies.** For Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:

a. All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials; and

b. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials.

5. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. Security awareness training for all staff, presented annually, as follows:

(1). Contractor staff responsibilities under the Contractor's security policy;

(2). Contactor staff responsibilities as outlined under contract Exhibit A; and

(3). Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf

6. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures that:

(1). Govern access to systems; and

(2). Govern access to paper/hard copy documents and files.

b. Restrict access through administrative, physical, and technical controls to authorized staff;

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action;

d. Ensure that only authorized users are capable of accessing the Data;

e. Ensure that an employee's access to Data is removed within twenty-four (24) hours:

(1). Upon suspected compromise of the user credentials;

(2). When their employment, or the contract under which the Data is made available to them, is terminated;

(3). When they no longer need access to the Data to fulfill the requirements of the Contract; and

(4). When the staff member has been suspended from performing services under this Contract.

f. Have a process to review and verify, quarterly, that only authorized users have access to systems

containing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, or Materials;

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1). A minimum length of eight (8) characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point;

(2). That a password does not contain a user's name, logon ID, or any form of their full name;

(3). That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and

(4). That passwords are significantly different from the previous four (4) passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures that include:

(1). Ensuring mitigations applied to the system don't allow end-user modification;

(2). Not allowing the use of dial-up connections;

(3). Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix;

(4). Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;

(5). Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than fifteen (15) minutes of inactivity; and

(6). Ensuring use of Multi-Factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1). The PIN or password must be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;

(2). Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and

(3). Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).

j. If the Contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1). Be a minimum of six (6) alphanumeric characters;

(2). Contain at least three unique character classes (upper case, lower case, letter, number); and

(3). Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable).

k. Render the device unusable after a maximum of five (5) failed logon attempts.

7. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DCYF on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**.

(1). All paper documents must be protected by storing the records in a Secure Area, with access controlled through use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.

(2). When being transported outside of a Secure Area, paper documents must be under the physical control of Contractor staff with authorization to access the Data.

(3). Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle.

(4). Paper documents will be retained in a Secure Area, per the state of Washington records retention requirements.

f. **Data storage on portable devices or media.**

(1). Except where otherwise specified herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a). Encrypt the Data; and

(b). Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics; and

(c). Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is fifteen (15) minutes; and

(d). Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use;

ii. Using check-in/check-out procedures when they are shared; and

iii. Taking quarterly inventories.

(2). When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted. Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

g. **Data stored for backup purposes.**

(1) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

h. **Cloud storage**. Data requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1). Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a). Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed;

(b). The Data will be Encrypted while within the Contractor network;

(c). The Data will remain Encrypted during transmission to the Cloud;

(d). The Data will remain Encrypted at all times while residing within the Cloud storage solution;

(e). The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;

(f). The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or Contractor networks;

(g). The Data will not be decrypted until downloaded onto a computer or portable devise within the control of an Authorized User and within either the DCYF or Contractor's network; and

(h). Access to the cloud storage requires Multi Factor Authentication or Two Step Authentication.

(2). Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

8. Method of Transfer.

a. All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the state of Washington with login and hardened password security.

b. The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at DCYF's website, located at: https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email.

9. System Protection. To prevent compromise of systems which contain DCYF Data or through which that Data passes:

a. Systems containing Data must have all security patches or hotfixes applied within three (3) months of being made available;

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;

c. Systems containing Data shall have an Anti-Malware application, if available, installed; and

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

10. Data Segregation.

a. Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all Data can be identified for return or destruction. It also aids in determining whether Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:

(1). Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data; and/or;

(2). Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Data; and/or;

(3). Data will be stored in a database which will contain no non-DCYF data; and/or;

(4). Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records; and

(5). When stored as physical paper documents, Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate Data from non-DCYF data, then both the Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

11. Confidentiality Protection. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:

a. Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract;

b. Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law;

c. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF; and

d. Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), which can be found at this webpage: https://www.dcyf.wa.gov/forms. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

(1). DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and

(2). If requested by DCYF, Contractor must submit the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) or Subcontractors' Staff person(s).

12. **Data Disposition**. Contractor is responsible to ensure that all Data, including paper and electronic records, is retained pursuant to Washington State retention standards. Prior to the destruction of any Data, the DCYF Contact specified for this contract, must be notified in writing and permission given in writing to destroy any such Data. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.

e. Once written permission to destroy Data has been granted by DCYF to the Contractor, the following acceptable methods of destruction must be used:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

b. If any Data is required to be destroyed pursuant to this Section, within fifteen (15) calendar days after completion of such destruction the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition, which can be found at this webpage: https://www.dcyf.wa.gov/forms.

13. **Data shared with Subcontractors**. If Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.

14. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DCYF shared Data must be reported to the DCYF Contact designated in the Contract within one (1) business day of discovery. If no DCYF Contact is designated in the Contract, then the notification must be reported to the DCYF Privacy Officer at: dcyfprivacyofficer@dcyf.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DCYF.

15. **Breach of Data.** In the event of a breach by the Contractor of this Exhibit and in addition to all other

rights and remedies available to DCYF, DCYF may elect to do any of the following:

a. Terminate the Contract;

b. Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; or

c. Suspend the Contractor's access to accounts and other information.

16. Public Disclosure.

a. If a third party requestor seeks information of the Contractor for DCYF Data, a copy of the notice/request shall be emailed to DCYF by way of the DCYF Contracts and Procurement Office email at dcyf.contractdatabreach@dcyf.wa.gov within three calendar (3) days of third party request.

b. DCYF Contracts and Procurement Office will respond to the Contractor on how to proceed with the request within five (5) calendar days of receiving such notification.

Exhibit B

STATEMENT OF WORK

Individual – Alternative Choice Training (i-ACT)
Training and Consultation for County Juvenile Courts

1. Service Delivery

The Contractor shall provide to statewide i-ACT Trainers, by telephone or in-person, clinical consultation services. Services shall include, but are not limited to:

a. Providing clinical consultation to i-ACT Trainers throughout the state;

b. Participating in and providing i-ACT Trainer training;

c. Monitoring by direct observation or video recordings of i-ACT sessions for adherence and compliance to i-ACT program standards;

d. Reporting monitoring results to the JR Juvenile Court Program Administrator and to the statewide WSART Quality Assurance Specialist on a monthly basis;

e. Providing assistance with individual i-ACT Trainers improvement plans; and

f. Participating in implementation and ongoing program development meetings.

2. Deliverables

a. Monthly Reporting

The Contractor shall provide monthly activity and monitoring summary reports to the JR Juvenile Court Program Administrator.

b. Quarterly / Annual Reporting

The Contractor on a quarterly basis shall provide the JR Juvenile Court Program Administrator and the Statewide WSART Quality Assurance Specialist (QAS) a report that summarizes the following information for all i-ACT Trainers served that quarter:

(1) Number of i-ACT Trainers served;

(2) Number of i-ACT Trainers placed on Informal Improvement Plans;

(3) Number of i-ACT Trainers who successfully completed their Informal Improvement Plans;

(4) Number of i-ACT Trainers who did not complete or unsuccessfully completed their Informal Improvement Plans and were referred to the WSART QAS for further action.

(5) A final annual summary will be provided, summarizing items 1 – 4 above.

c. Outcome Reporting

The Contractor shall report to the JR Juvenile Court Program Administrator at the completion of services to i-ACT Trainers the following information:

(1) The frequency of participation of each Juvenile Court's i-ACT Trainers participation in telephone consultation;

(2) Any changes in the Juvenile Courts' i-ACT program.

3. Consideration

Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **$28,753.00** including any and all expenses, and shall be based on the following:

a. The maximum consideration payable for Fiscal Year 2022 is **$14,277.00**. Funds not expended in Fiscal Year 2022 cannot be carried over to the following Fiscal Year.

b. The maximum consideration payable for Fiscal Year 2023 is **$14,526.00**. Funds not expended in Fiscal Year 2023 cannot be carried over to the following Fiscal Year.

c. The Contractor shall be paid **$49.56** per hour in SFY22 and **$50.63** per hour in SFY23 for clinical consultation services and payment shall be based upon the JR Juvenile Court Program Administrator receipt and approval of monthly summary report.

d. The Contractor shall only be reimbursed for travel costs pre-approved in writing by the JR Juvenile Court Program Administrator.

4. DCYF/JR Program Contact

The Contractor shall notify the DCYF Program Contact listed below for any questions or issues related to services under this contract:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation - HQ
360.480.1194
cory.redman@dcyf.wa.gov

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 6-30-2021

Darryl Banks, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney 06/30/21 Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

_____ _____

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/13/21 BC 07/27/21
Subject:	Personal Services Contract with Comprehensive Healthcare MST
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Comprehensive Healthcare provides the Benton-Franklin Counties Juvenile Justice Center with Multi-Systemic Therapy (MST) model of care for youth assessed as eligible by the Positive Assessment Change Tool (PACT). Comprehensive Healthcare has provided services through the Juvenile Center since 2017.

The current contract is set to expire on June 30, 2021. The Juvenile Justice Center desires to continue with Comprehensive Healthcare for services. The attached Personal Services Contract commences July 1, 2021 and expires on June 30, 2023.

Fiscal Impact

The fiscal amount is not to exceed $36,000.00. These services are paid from state funds. There is no fiscal impact to the county budgets.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Comprehensive Healthcare and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING COMPREHENSIVE HEALTHCARE A PERSONAL SERVICES CONTRACT FOR MULTI-SYSTEMIC THERAPY (MST) SERVICE DELIVERY

WHEREAS, per resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby awards the Personal Service Contract to Comprehensive Healthcare in an amount not to exceed $36,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached Personal Services Contract commences July 1, 2021 and expires on June 30, 2023.

DATED this ____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Comprehensive-MST, 1-Juvenile

R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Comprehensive Healthcare**, with its principal office at 402 South 4th Avenue, Yakima, WA 98901 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A - Multi-Systemic Therapy Service Delivery

2. DURATION OF CONTRACT

The term of this Contract shall begin **July 1, 2021** and shall expire on **June 30, 2023**, unless terminated sooner. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. A description of the services to be performed by the Contractor is set forth in Exhibit A, "Multi-Systemic Therapy Service Delivery" which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Jodi Daly
CEO
402 South 4th Avenue
Yakima, WA 98901
Phone: (509) 575-4024
Email: jodi.daly@comphc.org

b. For COUNTIES:

Darryl Banks
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Fax: (509)222-2311
Email: Darryl.banks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, a description of the procedures for reimbursement, limitations on reimbursement, and compensation to be paid by the Counties is set forth in Exhibit A, "Multi-Systemic Therapy Service Delivery", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the Counties to the Contractor under this Contract will be $100.00 per hour and shall not exceed Thirty-Six Thousand Dollars ($36,000.00).

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

b. No amendment or modification shall be made to this Contract,

unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees or agents.

b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all

claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to

commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall

provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability and Auto Liability, and Worker's Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4(b).

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

9. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In

that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other

consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving parties' authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES' benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES' employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act or purport to act as an employee, agent, or representative of the COUNTIES.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor and/or Counties shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

2. In addition, the Contractor and/or Counties may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this

Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES' authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract 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 Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

22. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[18]**); extended reporting period requirements for professional liability insurance (Section **[8(a)]**); inspection and keeping of records and books (Section **[15]**); litigation hold notice (Section **[27]**); Public Records Act (Section **[28]**) and confidentiality (Section **[20]**).

27. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[15]** of this agreement may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section **[15]** of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **July 1, 2021.**

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Comprehensive Healthcare	**Benton Franklin Counties Juvenile Justice Center**
Jodi Daly 04.19.21 **Jodi Daly** **Date** **CEO**	Darryl Banks 5-24-2021 **Darryl Banks** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 05/21/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

Exhibit A

Multi-Systemic Therapy Service Delivery
Between
Benton Franklin Counties Juvenile Justice Center (BFJJC)
And
Comprehensive Healthcare (CHC)

A. Comprehensive Healthcare (CHC) will provide or arrange the following:

1. Maintain the Multi-Systemic Therapy (MST) model of care for the Benton Franklin Counties Juvenile Justice Center (BFJJC), to be utilized by BFJJC for youth assessed as eligible by the Positive Assessment Change Tool (PACT).
2. Notify the BFJJC within 10 working days if CHC is found not to be in compliance with MST Services.
3. Provide outreach and establish connections with the youth and families referred by BFJJC.
4. Attendance at BFJJC meetings as needed.
5. Provision of MST services to 3 non-Medicaid youth referred by BFJJC within a 12-month period.
6. Provision of all necessary progress reports to BFJJC for program youth are due by the 10th working day of each month.
7. Submission of invoices to BFJJC for services provided to youth referred to MST by the 10th day of the month following the month during which services were performed under this contract.
8. Time spent providing outreach and connecting to the youth and family may be included in the invoice as long as there is at least one face-to-face contact with the youth and/or family. Time spent with the MST consultant on BFJJC-referred youth, and on reports specific to BFJJC may also be included in the invoice.

B. Benton Franklin Counties Juvenile Justice Center (BFJJC) will provide the following:

1. Referrals of youth for the MST project, including provision of documentation supporting eligibility.
2. Processing and payment of invoices regarding participating youth, defined as those referred with a MST staff person.
3. Payment will be made at the rate of $100 per hour as funding source allows.
4. Provide CHC information regarding a youth's criminal history and other social information as available for a period of six months after discharge from MST services. This information will be used only for project evaluation purposes.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/13/21 BC 07/27/21
Subject:	Personal Services Contract with Comprehensive Healthcare CDDA
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center has contracted with Comprehensive Healthcare since 2015 to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached Personal Services Contract with Comprehensive Healthcare has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

The current contract expired on June 30, 2021. The Benton-Franklin Counties Juvenile Justice Center wishes to continue contracting with Comprehensive Healthcare. The attached Personal Services Contract commences July 1, 2021 and expires on June 30, 2023.

Fiscal Impact

The fiscal amount is not to exceed $30,000.00. These services are paid from state funds. There is no fiscal impact to the county budgets.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Comprehensive Healthcare and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING COMPREHENSIVE HEALTHCARE A PERSONAL SERVICES CONTRACT FOR OUTPATIENT TREATMENT SERVICES

WHEREAS, per resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation and hereby awards the Personal Service Contract to Comprehensive Healthcare in an amount not to exceed $30,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2021 and expires on June 30, 2023.

DATED this ___ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ___ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Comprehensive-CDDA, 1-Juvenile

R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Comprehensive Healthcare**, with its principal office at 402 South 4th Avenue, Yakima, WA 98902 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A - Specific Terms and Conditions;
b. Exhibit B - Scope of Services;
c. Exhibit C - CDDA Services Reimbursement Rates;
d. Exhibit D - CDDA/Drug Court Referral Response Form;
e. Exhibit E - CDDA Evaluation Report and Treatment Plan; and
f. Exhibit F - Treatment Progress Report.

2. DURATION OF CONTRACT

The term of this Contract shall begin **July 1, 2021** and shall expire on **June 30, 2023**, unless terminated sooner. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The Contractor shall perform the following services: A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR: Jodi Daly
CEO
402 South 4th Avenue
Yakima, WA 98902-3546
Phone: (509) 575-4024
Email: jodi.daly@comphc.org

b. For COUNTIES: Darryl Banks
Administrator
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Fax: (509)222-2311
Email: darryl.banks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, a detailed description of the procedures for reimbursement, limitations on reimbursement, and compensation to be paid by the Counties is set forth in Exhibit A, "Specific Terms and Conditions," Exhibit B, "Scope of Services," and Exhibit C, "CDDA Services

Reimbursement Rates", which are attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Thirty Thousand Dollars ($30,000.00).

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit C, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees or agents.

b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract**

the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury

(including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance.

Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Worker's Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4(b).

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton-Franklin Counties Juvenile Justice Center 5606 West Canal Place, Suite 106 Kennewick WA 99336.

9. **TERMINATION**

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm,

other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving parties' authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES' benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES' employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act or purport to act as an employee, agent, or representative of the COUNTIES.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do

so from the COUNTIES' Contract Representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor and/or Counties shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

2. In addition, the Contractor and/or Counties may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal Place, Suite 106, Kennewick WA 99336-1388.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes

any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. All actions will be held in abeyance until dispute is resolved.

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES' authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract 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 Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

22. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of

such other party in respect to all covenants to this Contract.

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[18]**); extended reporting period requirements for professional liability insurance (Section **[8(a)]**); inspection and keeping of records and books (Section **[15]**); litigation hold notice (Section **[27]**); Public

Records Act (Section **[28]**) and confidentiality (Section **[20]**).

27. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[15]** of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section **[15]** of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on July 1, 2021.

The parties specifically certify that the provisions contained within Section **8** are mutually negotiated.

Comprehensive Healthcare	**Benton Franklin Counties Juvenile Justice Center**
04.22.21	Darryl D Banks 5-24-2021
Jodi Daly **Date** **CEO**	**Darryl Banks** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 05/21/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

CDDA Youth Outpatient Treatment Services

I. DEFINITION OF TERMS

A. **ASAM**: acronym for "American Society of Addiction Medicine". ASAM Patient Placement Criteria provides guidelines based on a medical model for placement, continued stay and discharge of patients with alcohol and other drug problems covering all levels of treatment including detoxification, outpatient treatment and inpatient services.

B. **BFJJC**: Benton-Franklin Counties Juvenile Justice Center.

C. **Assessment**: the formal diagnostic procedure to determine the presence of chemical dependency.

D. **Case Management**: activities aimed at linking the service system to a consumer and coordinating the various system components in order to achieve a successful outcome. The objective of case management is continuity of services. Case management is essentially a problem-solving function designed to ensure continuity of services and to overcome systems rigidity, fragmented services and inaccessibility of services. **- OR -** Case finding, case planning, case consultation, and referral services for youth, including intensive case management for adolescents for the purpose of linking them to assessment and treatment, or maintaining them in treatment and other support services. Does not include direct treatment services in this sub-element.

E. **CDDA**: Chemical Dependency Disposition Alternative, a statutory provision (RCW 13.40.165).

F. **DASA**: acronym for "Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse".

G. **DSHS**: acronym for "Washington State Department of Social and Health Services."

H. **Examination**: the report that is submitted which will be used by the court to determine if the youth is chemically dependent and amenable to treatment and includes all components as defined in RCW 13.40.165.

I. **JPC:** acronym for Juvenile Probation Counselor

J. **TARGET**: acronym for "Treatment, Assessment Report Generation Tool".

K. **Title XIX**: Title XIX of the Social Security Act.

L. **Youth Patient**: youth and young adults age thirteen (13) through twenty (20) years of age.

II. PERFORMANCE STANDARDS AND LICENSING

Comprehensive Healthcare (hereinafter the Contractor) shall maintain certification as an "Approved Treatment Facility" as set forth by DASA. The Contractor shall maintain a Chemical Dependency Treatment Title XIX contract with DSHS. A copy of the certification shall be submitted to the Counties upon request.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

All services provided under this contract shall meet the standards for program operation set forth in chapter 70.96A RCW, RCW 13.40.165, and chapter 388-805 WAC. Fiscal management of this contract shall be in accordance with DASA Budgeting, Accounting and Reporting System (BARS) Manual and fiscal policies.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this contract shall be reimbursed on a FEE FOR SERVICES basis. Services shall be provided per the attached **Scope of Services (Exhibit B)**. Compensation rates shall be per **Exhibit C, CDDA Services Reimbursement Rates**.

The Contractor shall submit an invoice, on a format approved by BFJJC, for the services provided under this contract. Back up documentation with the invoice shall include a detailed monthly **Treatment Progress Report (Exhibit F)** for each child, which shall be submitted no later than the 5th of the month following the month during which services were performed under this contract. The invoice shall be submitted by the 4th day of the month following the month during which services were performed under this contract. BFJJC shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. Payment shall be made for services included in claims submitted within forty (40) days following the month during which services were performed under this contract. Payment will be made when insurance or Title XIX claims have been disapproved and are submitted within 120 days following the month during which services were performed under this contract.

V. REIMBURSEMENT LIMITATION

The total amount of reimbursement requested shall not exceed the total contract award.

VII. RECORDS RETENTION

The Contractor shall retain all fiscal and clinical books, records, documents and other materials relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide. The Contractor shall comply with all state and federal requirements regarding the confidentiality of patient records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

VIII. TREATMENT SERVICES, CONTACT, AND REPORTING REQUIREMENTS

The Contractor shall promptly forward all required reporting forms, completed in the prescribed detail and submitted on the dates set forth by BFJJC. Required case contacts and reports, with the applicable date due, are as follows:

The Contractor will provide the following Chemical Dependency Disposition Alternative (CDDA) services to Drug Court Youth and CDDA eligible youth referred by the BFJJC:

A. The Comprehensive Healthcare will provide outpatient treatment to chemically dependent CDDA youth, which will emphasize enhancing linkages with community-based services to provide a comprehensive continuum of care.

Treatment needs will be determined prior to sentencing through the use of a statewide risk assessment. The risk assessment is used as a screening tool to refer potentially eligible youth to the CDDA program for a more thorough evaluation of chemical dependency and related problems. Comprehensive Healthcare will complete a DASA certified youth assessment on those youth referred for a CDDA evaluation who have not been assessed by the Benton-Franklin Counties Substance Abuse Assessment Center. Levels of care will be determined by the ASAM Placement Criteria.

Track I

(May serve both Committable and Locally Sanctioned Youth)

Services provided by CDDA Contracted Inpatient Providers and DASA Certified Inpatient Providers:

- Assessment
- Interim Treatment
- Intensive Inpatient
- Community Based Intensive Outpatient
- Phase II Outpatient

Track II (May serve both Committable and Locally Sanctioned Youth)

Services provided by Comprehensive Healthcare:

- Prescreen
- Assessment
- Pre-Treatment
- Community Based Intensive Outpatient
- Phase II Outpatient

NOTE: Random Urinalysis Testing will be applied throughout each track.

B. The SUD and SUDPT will have weekly telephone contact or face-to-face contact, as needed, with the Case Manager to review the treatment plan and the status/progress of the youth, including information about transition to another phase of treatment.

C. The SUD and SUDPT will submit a written "progress" report to the Court on a monthly basis.

D. The SUD and SUDPT will attend the multi-disciplinary staffing, including youth and family, scheduled seven to ten days before the CDDA youth's initial transition into the next phase of treatment and every other month thereafter as scheduled by the Case Manager.

E. Comprehensive Healthcare will maintain a partnership with the Counties' Crisis Response Center, Lourdes Counseling Center, Lutheran Social Services, and Sunderland Family Services to determine mental health issues and needed treatment, including medication management. The CDP or CDPT will make referrals and will integrate any required medication into all phases of treatment.

F. The SUD and SUDPT will discuss the need for an inpatient bed with the CDDA Case Manager or CDDA/Drug Court Case Manager following assessment, but prior to sentencing. The SUD and SUDPT will make the referral and contact the inpatient facility for availability. The CDDA youth will receive Phase I Intensive Outpatient for 90 days within the community once he/she has returned from Intensive Inpatient Treatment. If no inpatient beds are available, then an interim treatment program will be provided by Comprehensive Healthcare until a treatment bed becomes available.

G. The CDDA/Drug Court Case Manager or will notify Comprehensive Healthcare of the need for a DASA certified youth assessment. If the youth is residing in the community prior to the disposition, he/she will be given an appointment day and time for the assessment at Comprehensive Healthcare. If the youth is in Detention pending disposition, Comprehensive Healthcare will complete the CDDA assessment in Detention. Priority will be given to requests for a CDDA assessment due to the Court's time constraints.

H. Comprehensive Healthcare will enter data into the DASA Target System after completion of the CDDA assessment. If the

youth is given the CDDA sentencing option and is referred for local treatment through Comprehensive Healthcare, that agency will input all data into the Target System.

I. Comprehensive Healthcare CDP or CDPT staff will have/have had cultural awareness/diversity training and will utilize the expertise and assistance from a DASA Certified Interpreter, when needed.

J. Comprehensive Healthcare will participate in weekly Drug Court Team case staffing as requested by the Drug Court Coordinator or CDDA Drug/Court Case Manager.

K. The involvement of the family in a youth's recovery is recognized as an important part of the treatment and after-care process. The SUD and SUDPT and Case Manager will meet with the youth, family and probation counselor as soon as possible after the youth is identified as a CDDA client. The SUD and SUDPT will work closely with the Case Manager to assist in maintaining ongoing contact with the family support system, unless they are unavailable, with the hope of building rapport and developing a positive support system for the CDDA youth.

L. Reports are due, are as follows:

REPORT	DATE DUE
Weekly Treatment Progress Report	Wednesday before 5:00 p.m. for each youth in treatment under this contract (Exhibit F)
Monthly Invoice for CDDA funded Payment and Service Data Report	4th of each month following service provision
Copy of CDDA Youth portion of the documentation Title XIX Services	4th of each month following service provision

IX. SUBCONTRACTING

The Contractor is prohibited from subcontracting any funding and/or services contained within this contract with the exception of personal services' contracts with individual substance abuse professionals.

X. MONITORING AND EVALUATION

The Contractor shall cooperate with BFJJC in evaluation activities deemed appropriate by BFJJC.

XI. LOCATION OF SERVICES

Services provided under this contract shall be made available within Benton and Franklin Counties. The Contractor shall not deny services to eligible patients based upon county of residence.

XII. PATIENT ELIGIBILITY

The Contractor shall determine at time of intake if the patient has medical insurance that covers chemical dependency treatment services. If the patient has medical insurance that provides coverage for chemical dependency treatment services, the medical insurance must be used to pay for the treatment services, regardless of income. The Contractor shall consult with the BFJJC CDDA Case Manager for unclear or unusual situations.

The Contractor shall develop and employ policies and procedures to screen all patients for possible Title XIX eligibility and assure that patients receiving services supported by Title XIX funds meet the eligibility requirements in accordance with the billing instructions for Chemical Dependency Title XIX contractors.

EXHIBIT B

SCOPE OF SERVICES

CDDA/DRUG COURT YOUTH COMMUNITY OUTPATIENT TREATMENT SERVICES

I. SERVICE DEFINITION

CDDA/Drug Court Youth Community Outpatient Treatment Services provides substance abuse assessment and treatment services according to a prescribed plan in a non-residential setting. Youth and their families, who have been referred from BFJJC and identified as a part of the CDDA/Drug Court program, are eligible for subsidized services under this contract.

II. LICENSING AND PROGRAM STANDARDS

A. The Contractor shall be reimbursed on a fee for service basis. A unit of service is defined as one hour of outpatient counseling provided by a chemical dependency professional (sometimes referred to herein as a counselor) or a chemical dependency professional trainee under supervision of a chemical dependency professional as provided in chapter 388-805 WAC.

B. The Contractor and the BFJJC will collaboratively develop protocol for maintaining linkages with juvenile courts, JRA offices, the youth's family, mental health services, residential youth treatment programs and other related individuals or organizations who may be involved in providing support services for patients.

C. The Contractor shall submit weekly treatment status reports on the CDDA/Drug Court patient's progress in treatment to the CDDA/Drug Court Coordinator or monthly treatment status reports on the CDDA patient's progress in treatment to the CDDA Coordinator, per RCW 13.40.165(6).

D. The Contractor shall develop a staff training plan and make training available to assure treatment staff receive information/education for addressing the specific issues related to youth and participate in ongoing training with the medical, health, and social service providers in the community.

E. The Contractor will develop a treatment plan for each CDDA/Drug Court youth that is specific to the gender, ethnicity, cultural and developmental needs of that youth.

III. ELIGIBILITY

Services shall be provided to court-referred chemically dependent youth patients only, in accordance with this contract and applicable state laws, rules and regulations.

IV. REIMBURSEMENT POLICIES

The Contractor shall be reimbursed for treatment services that meet the definition of medical necessity as determined by ASAM Patient Placement criteria or are court ordered by Benton and Franklin Counties Juvenile Court.

V. REIMBURSEMENT LIMITATION

A. The Contractor shall bill according to the following sequence:

1. Contractor will vigorously pursue insurance coverage first. If a CDDA/Drug Court youth has insurance coverage, Contractor will work with the youth and family to obtain the full value of that coverage.

2. Contractor will obtain financial information from all CDDA/Drug Court youth and parents and advocate for and facilitate enrollment of all youth eligible for Title XIX. The Contractor shall make every effort to maximize the use of federal funds provided through Title XIX as a second source of treatment revenue, by identifying those patients who qualify for Title XIX, by billing Title XIX for treatment services for such patients and maximizing the use of state funding as match for Title XIX services. Charging non-Title XIX expenditures for services rendered to Title XIX eligible patients shall constitute an overpayment.

3. CDDA funds will be used first for assessment and urinalysis costs.

B. The Contractor shall assure that a unit of service is billed to only one contract and that these funds are not used to supplement for the difference in rates between funders allowed for units of service.

VI. CDDA EVALUATION

A. CDDA examinations, upon request from BFJJC, shall be conducted by a chemical dependency professional supervised by the Contractor. The examination shall include a chemical dependency assessment, a proposed treatment plan, and the availability of treatment as well as all other components identified in RCW 13.40.165. The evaluation report shall be provided to the CDDA /Drug Court Case Manager or CDDA Case Manager on the **CDDA or Drug Court Referral Response Form (Exhibit D)** and the **CDDA Evaluation Report and Treatment Plan (Exhibit E).** These forms may be amended as required by written mutual agreement of the Contractor and the Juvenile Probation Counselor (JPC).

B. When requested, the **CDDA/Drug Court Evaluation Report and Treatment Plan** shall contain at a minimum the following:

1. The respondent's version of the facts and the official version of the facts, the respondent's offense history, an assessment of drug-alcohol problems and previous treatment attempts, the respondent's social educational, and employment situation, and other evaluation measures used.

2. The respondent's amenability to treatment and relative risk to the community. A proposed treatment plan shall be provided and shall include, at a minimum:

    a. Whether inpatient and/or outpatient treatment is recommended;
    b. Availability of appropriate treatment;
    c. Monitoring plans, including any requirements regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
    d. Anticipated length of treatment;
    e. Recommended crime-related prohibitions; and
    f. Whether the respondent is amenable to treatment.

C. The Contractor shall use the DASA approved Dependency Assessment Tool to administer all assessment referrals from JPC related to the CDDA program.

D. The Contractor shall document efforts to involve the parents or other family members in the assessment process.

E. The Contractor shall provide a completed **CDDA or Drug Court Referral Response Form (Exhibit D)** within 72 hours of receiving the referral for in-custody juveniles or of the assessment interview for out-of-custody juveniles. The Contractor shall provide the completed **CDDA Evaluation Report and Treatment Plan (Exhibit E)** to BFJJC within seven (7) days of completing the assessment.

VII. TREATMENT PLANNING

A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.

B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other

community services that address the youth's specific gender, ethnicity, cultural and developmental needs.

C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

VIII. SERVICE SPECIFICS

A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.

B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient

C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.

D. Minimum Program Requirements

1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.

2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.

3. Conduct random urinalysis testing

4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.

5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).

6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.

7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).

8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.

9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a family intervention and recommends family therapy services for improved outcomes with CDDA youth.

10. General life skills, decision-making, and coping-skills education and training should be provided.

11. Relapse prevention must be stressed.

12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.

13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

EXHIBIT C

CDDA SERVICES REIMBURSEMENT RATES
July 1, 2021 – June 30, 2023

A. **Assessment**. The maximum fee payable for a CDDA assessment is **One Hundred Fifteen Dollars and Seventeen Cents ($115.17)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.

B. **Treatment**. The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one "no show" (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the "no show" has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.

C. **Rates/Fees**. The rates and/or fees charged to the Counties by the Contractor shall be:

1. **Intensive Outpatient Treatment**

a. At least 6 hours but not more than 8 hours of Group Counseling/week @ **$25.20/hour, maximum per client per month $1,134.60**

b. 1 hour of Individual Counseling/week @ **$104.42/hour, maximum per client per month $522.10.**

c. Random urinalysis (4/month) @ **$22.44 each, $89.76/month**

2. **Phase I Structured Outpatient Continuing Care**

a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **$25.20/hour, maximum per client per month $756.00**

b. 1 hour of Individual Counseling/week @ **$104.42/hour, maximum per client per month $522.10**

c. Random urinalysis (4/month) @ **$22.44 each, $89.76/month**

3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**

   a. 1 hour of Support Group/week @ **$25.20/hour, maximum per client per month $126.00**

   b. 1 hour of Individual Counseling/week @ **$104.42/hour, maximum per client per month $522.10**

   c. Random urinalysis (3/month) @ **$22.44 each, $67.32/month**

4. **Pre-Treatment (within a 14-day period only)**

   a. Individual Counseling Brief @ **$50.21/hour, $104.42 maximum per client per month**

   b. Urinalysis 1 only @ **$22.44**

EXHIBIT D

CDDA OR DRUG COURT REFERRAL RESPONSE FORM

YOUTH NAME: _____

( ) **Youth eligible for CDDA**

( ) **Youth eligible for Drug Court CDDA**

( ) **Youth is not eligible for CDDA**

- **a. Is not chemically dependent**
- **b. Is chemically dependent but not amenable**

( ) **Youth needs:**

- ( ) **Inpatient Treatment**
- ( ) **Outpatient Treatment**

Probation Counselor _____

Assessment Counselor _____

EXHIBIT E

CDDA Evaluation Report and Treatment Plan

Name: _____

Address: _____

SCOMIS No: _____

On _____, _____ was evaluated for a Chemical Dependency Disposition Alternative. Administered were the Adolescent Drug Abuse Diagnosis Interview Instrument and the K-SADS Interview. Based upon the information gathered and comparison with the DSM IV, _____ meets the criteria for _____ _____ Dependency.

1. **DSM IV Rationale**

   A. **Pattern of established use:**

   B. **Impairment of social or occupational functioning:**

   C. **Tolerance or withdrawal:**

   D. **Continued use despite adverse consequences and failed treatment attempts:**

2. **Substance Use History:**

3. **Social History:**

4. **Offense History:**

5. **Education and Employment History:**

6. **Client's version of the facts:**

7. **Official version of the facts:**

8. **Amenability to Treatment:**

9. **Community Risk:**

Recommendations: Based on the information gathered and diagnostic impression,____ _____ meets the criterion for a Chemical Dependency Disposition Alternative. Please see attached treatment plan.

EXHIBIT F
Treatment Progress Report
(Circle) CDDA/Drug Court/ARY Drug Court/Probation

CLIENT NAME:_____ **TX Agency: Northwest Alternatives**

Review Period Month — Next Court Date:

From: _____ To:_____ _____ / _____ / _____ / _____ / _____

Probation Counselor_____ **TX Phase: 1 2 3**

Group and Individual Attendance:

A = Absent	P = Present	I = Intake	E = Evaluation

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Group:																															
Individual:																															

Drug Testing:

RP = Results Pending	+ = Positive	- = Negative	M = Missed	AL = Alcohol	C = Cocaine
ME = Methamphetamine	OP = Opiate	THC = Marijuana	Oth = Other		

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Code:																															
Positive Drug Code:																															

Number of sober support meetings **RECOMMENDED** ____ **ATTENDED** _____ **VERIFIED** ____

Progress Notes:

Week 1: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 2: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 3: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 4: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 5: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Recommendations: _____

Employed: **Yes** **No** **Employer:** _____

Attending School: **Yes** **No** **School Name:** _____

Counselor Signature **Date:** _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FUND NUMBER 0000101, DEPARTMENT NUMBER 136

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: E Hsu

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept 136 TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.919	4103	Professional Services	$1,500	515.910	3503	Computer Software	$1,500
TOTAL			$1,500	TOTAL			$1,500

Explanation:

Needed to pay for approved software upgrades for OPD attorneys to facilite better efficiency in dealing with the COVID-driven backlog of cases. Anticipated that this will be covered/reimbursed by available COVID-relief funds.

Prepared by: Eric Hsu Date: 13-Jul-2021

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27th, 2021
Subject:	Cascade Natural Gas; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Cascade Natural Gas Corporation has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held May 25th, 2021 to consider the request of Cascade Natural Gas Corporation who has applied for a nonexclusive franchise to have a natural gas distribution system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Cascade Natural Gas Corporatio, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO CASCADE NATURAL GAS CORPORATION TO PLACE A NATURAL GAS DISTRIBUTION SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held May 25th, 2021 to consider the request of Cascade Natural Gas Corporation who has applied for a nonexclusive franchise to place a natural gas distribution system and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring June 30th, 2031, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Cascade Natural Gas Corporation has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise with Cascade Natural Gas Corporation for a natural gas distribution system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 27th day of July 2021

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Cascade Natural Gas Corporation

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF CASCADE NATURAL GAS CORPORATION FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE A NATURAL GAS DISTRIBUTION SYSTEM AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of CASCADE NATURAL GAS CORPORATION, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove A NATURAL GAS DISTRIBUTION SYSTEM AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not

within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to CASCADE NATURAL GAS CORPORATION, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove A NATURAL GAS DISTRIBUTION SYSTEM SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED
APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire June 30th, 2031.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Eric Martuscelli V.P. Field Operations
200 N Union St.
Kennewick WA 99336

Phone: (509) 736-5543
E-mail : Steve.kessie@cngc.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

ERIC MARUSICH

Date July 6, 2021

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 6/10/21

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners, Benton County, Washington.

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND NUMBER 0101101, DEPARTMENT NUMBER 500.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ **day of** _____, **20**_____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commssioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Dept., Auditor A. Oropeza

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Road

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
543.700	1005	Public Works Administrator	$243,516	543.700	1005	Assistant County Engineer	$243,516
543.700	1035	Engineering Technician III	$128,034	543.700	1035	Engineering Associate III	$128,034
TOTAL			$371,550	TOTAL			$371,550

Explanation:

* Eliminate the Public Works Adminstrator position and add an Assistant County Engineer effective 07/01/21. Position 1005, managers grade 9.
* Change an Engineering Technician III to an Engineering Associate III effective 07/01/21. Position 1035, non-bargaining grade 19.
* Per the Public Works Department Organizational Chart presented July 20, 2021.

Prepared by: Aimee Oropeza

Date: 20-Jul-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Award contract for the Dallas Rd / Arena Rd Traffic Safety Improvements project to C & E Trenching, LLC
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

PA Review, Approval to Form: ☐ Yes ☒ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

Per Resolution 2021-498 bids were solicited for C.E. 2081 CRP – Dallas Rd / Arena Rd Traffic Safety Improvements (CB20-36). The Engineer's Estimate for the project was $290,827.80. With the threshold for using the Small Works Roster set at $350,000.00, it was decided to solicit the bids through the MRSC Small Works Roster.

On July 16, 2021 four bids were received and opened in the amounts on the attached tabulation. C & E Trenching, LLC was the lowest bidder at $396,960.48. The County Engineer recommends award of the bid to C & E Trenching, LLC.

A contract will be brought back to the Board at a later date.

Fiscal Impact

Amount: $396,960.48

Fund: Road Fund (0101101)

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract for C.E. 2081 CRP – Dallas Rd/Arena Rd Traffic Safety Improvements to C & E Trenching, LLC.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A CONTRACT TO C & E TRENCHING LLC, PASCO, WASHINGTON FOR C.E. 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

WHEREAS, per Resolution 2021-498, bids were solicited for the Dallas Rd / Arena Rd Traffic Safety Improvements project; and

WHEREAS, the following four bids were received from contractors and are as set forth on the attached tabulation:

C & E Trenching, LLC, Pasco, WA (CETREL*025KA)	$396,960.48
Ellison Earthworks, Richland, WA (ELLISEL793CQ)	$397,481.04
Double J Excavating, Inc., Pasco, WA (DOUBLJE832LL)	$423,360.00
Goodman & Mehlenbacher Enterprises, Inc., Kennewick, WA (GOODMME006BJ)	$486,884.52

WHEREAS, the County Engineer reviewed the bids for completeness and recommends awarding said services to C & E Trenching, LLC, Pasco, WA as the lowest bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby awards the contract for C.E. 2081 CRP – Dallas Rd / Arena Rd Traffic Safety Improvements to C & E Trenching, LLC, Pasco, WA in an amount not to exceed $396,960.48; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners direct staff to prepare a contract for said project with C & E Trenching, LLC to be brought back to the Board for approval at a later date.

Dated this 27th day of July 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept.

S. Christen

PROJECT: C.E. 2081 CRP - DALLAS RD/ARENA RD TRAFFIC SAFETY IMPROVEMENTS DATE: July 16, 2021 - 11:00 a.m.				C & E TRENCHING, LLC P. O. Box 3788 Pasco, WA 99301		ELLISON EARTHWORKS, LLC 2273 Legacy Lane Richland, WA 99352		DOUBLE J EXCAVATING INC. P. O. Box 5631 Pasco, WA 99302		GOODMAN & MEHLENBACHER ENTERPRISES, INC. P. O. Box 5949 Kennewick, WA 99336				ENGINEERS ESTIMATE	
Signed Proposal				X		X		X		X					
Proposal Bond or Check				X		X		X		X					
Proposal for Incorporating Recycled Materials				X		X		X		X					
Subcontractor List				X		X		X		X					
Certification of Compliance with Wage Payment Statutes				X		X		X		X					
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	1	L.S.	17,000.00	17,000.00	36,500.00	36,500.00	31,000.00	31,000.00	48,842.00	48,842.00		-	20,000.00	20,000.00
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.	11,476.00	11,476.00	12,800.00	12,800.00	24,669.00	24,669.00	11,521.00	11,521.00		-	5,000.00	5,000.00
3	COMMON BORROW INCL. HAUL	3,450	TON	15.40	53,130.00	17.50	60,375.00	15.00	51,750.00	21.00	72,450.00		-	7.50	25,875.00
4	EMBANKMENT COMPACTION	3,450	TON	9.80	33,810.00	8.00	27,600.00	10.00	34,500.00	12.00	41,400.00		-	2.50	8,625.00
5	HAND PLACED RIPRAP	35	C.Y.	68.00	2,380.00	170.00	5,950.00	255.00	8,925.00	79.00	2,765.00		-	100.00	3,500.00
6	DRAIN PIPE 4 IN. DIAM.	245	L.F.	3.20	784.00	17.00	4,165.00	10.00	2,450.00	19.00	4,655.00		-	15.00	3,675.00
7	CONCRETE VALLEY GUTTER	1	L.S.	2,696.00	2,696.00	2,200.00	2,200.00	4,800.00	4,800.00	3,450.00	3,450.00		-	1,000.00	1,000.00
8	CRUSHED SURFACING TOP COURSE	360	TON	49.80	17,928.00	42.00	15,120.00	50.00	18,000.00	58.00	20,880.00		-	30.00	10,800.00
9	COMMERCIAL HMA	105	TON	165.40	17,367.00	130.00	13,650.00	167.00	17,535.00	183.00	19,215.00		-	200.00	21,000.00
10	ILLUMINATION SYSTEM	2	EA.	16,803.00	33,606.00	14,500.00	29,000.00	11,200.00	22,400.00	13,598.00	27,196.00		-	7,500.00	15,000.00
11	CONDUIT PIPE 2 IN. DIAM.	1,750	L.F.	13.30	23,275.00	25.00	43,750.00	13.00	22,750.00	18.00	31,500.00		-	30.00	52,500.00
12	CONDUIT PIPE 4 IN. DIAM.	42	L.F.	19.00	798.00	45.00	1,890.00	76.00	3,192.00	63.00	2,646.00		-	35.00	1,470.00
13	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	30,219.00	30,219.00	15,000.00	15,000.00	9,300.00	9,300.00	16,100.00	16,100.00		-	2,000.00	2,000.00
14	GRAVEL BACKFILL FOR DRAIN	40	C.Y.	49.40	1,976.00	77.00	3,080.00	80.00	3,200.00	72.00	2,880.00		-	60.00	2,400.00

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
15	BOLLARD TYPE 2	6	EA.	526.00	3,156.00	830.00	4,980.00	700.00	4,200.00	800.00	4,800.00		-	1,500.00	9,000.00
16	CHAIN LINK FENCE TYPE 3	340	L.F.	46.00	15,640.00	53.00	18,020.00	46.00	15,640.00	48.00	16,320.00		-	30.00	10,200.00
17	DRIVE THROUGH ELECTRIC GATE AND MAN GATE	1	L.S.	12,510.00	12,510.00	16,769.00	16,769.00	28,000.00	28,000.00	12,075.00	12,075.00		-	5,000.00	5,000.00
18	END, GATE, CORNER AND PULL POST FOR CHAIN LINK FENCE	6	EA.	173.00	1,038.00	205.00	1,230.00	175.00	1,050.00	183.00	1,098.00		-	300.00	1,800.00
19	GRAVITY BLOCK WALL	1,363	S.F.	44.00	59,972.00	30.00	40,890.00	43.00	58,609.00	47.00	64,061.00		-	40.00	54,520.00
20	TRIMMING AND CLEANUP	1	L.S.	4,269.00	4,269.00	3,000.00	3,000.00	9,900.00	9,900.00	12,780.00	12,780.00		-	2,000.00	2,000.00
21	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	140	S.Y.	10.25	1,435.00	10.00	1,400.00	27.00	3,780.00	4.00	560.00		-	3.00	420.00
22	MAILBOX SUPPORT TYPE 1	1	EA.	2,239.00	2,239.00	900.00	900.00	1,100.00	1,100.00	1,150.00	1,150.00		-	500.00	500.00
23	PTZ SURVEILLANCE CAMERA	1	EA.	9,071.00	9,071.00	6,269.00	6,269.00	7,750.00	7,750.00	7,475.00	7,475.00		-	5,000.00	5,000.00
24	CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE	1	L.S.	11,781.00	11,781.00	3,500.00	3,500.00	7,500.00	7,500.00	25,000.00	25,000.00		-	8,000.00	8,000.00
	SUBTOTAL				**367,556.00**		**368,038.00**		**392,000.00**		**450,819.00**		**-**		**269,285.00**
	SALES TAX @ 8.0%				**29,404.48**		**29,443.04**		**31,360.00**		**36,065.52**		**-**		**21,542.80**
	TOTAL			**$**	**396,960.48**	**$**	**397,481.04**	**$**	**423,360.00**	**$**	**486,884.52**	**$**	**-**	**$**	**290,827.80**

Contract bid items were reviewed and no unbalanced bid items were found.

07/16/21

Douglas D'Hondt, P.E., L.E.G.
County Engineer

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT		
				Dollars	Cts.	Dollars	Cts.	
1	1	L.S.	MOBILIZATION	$17,000	00	17,000	00	
2	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	$11,476	00	11,476	00	
3	3,450	TON	COMMON BORROW INCL. HAUL	$15	40	53,130	00	
4	3,450	TON	EMBANKMENT COMPACTION	$9	80	30,360	00	33,810.00
5	35	C.Y.	HAND PLACED RIPRAP	$68	00	2,380	00	
6	245	L.F.	DRAIN PIPE 4 IN. DIAM.	$3	20	784	00	
7	1	L.S.	CONCRETE VALLEY GUTTER	$2,696	00	2,696	00	
8	360	TON	CRUSHED SURFACING TOP COURSE	$49	80	17,568	00	17,928.00
9	105	TON	COMMERCIAL HMA	$165	40	17,367	00	
10	2	EA.	ILLUMINATION SYSTEM	$16,803	00	33,606	00	
11	1,750	L.F.	CONDUIT PIPE 2 IN. DIAM.	$13	30	23,275	00	
12	42	L.F.	CONDUIT PIPE 4 IN. DIAM.	$19	00	798	00	
13	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	$30,219	00	30,219	00	
14	40	C.Y.	GRAVEL BACKFILL FOR DRAIN	$49	40	1,976	00	
15	6	EA.	BOLLARD TYPE 2	$526	00	3,156	00	

16	340	L.F.	CHAIN LINK FENCE TYPE 3	$46	00	15,640	00
17	1	L.S.	DRIVE THROUGH ELECTRIC GATE AND MAN GATE	$12,510	00	12,510	00
18	6	EA.	END, GATE, CORNER AND PULL POST FOR CHAIN LINK FENCE	$173	00	1,038	00
19	1,363	S.F.	GRAVITY BLOCK WALL	$44	00	59,972	00
20	1	L.S.	TRIMMING AND CLEANUP	$4,269	00	4,269	00
21	140	S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	$10	25	1,435	00
22	1	EA.	MAILBOX SUPPORT TYPE 1	$2,239	00	2,239	00
23	1	EA.	PTZ SURVEILLANCE CAMERA	$9,071	00	9,071	00
24	1	L.S.	CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE	$11,781	00	11,781	00
				SUBTOTAL		363,746	00
				SALES TAX @ 8.0 %		29,100	68
				TOTAL BID		392,846	68

361,556.00
29,404.48
396,960.48 dlw

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond X In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). None, &_____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. 601-847-451

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 601-847-451

FIRM NAME: C&E Trenching, LLC

SIGNATURE OF AUTHORIZED OFFICIAL — Wayne Richardson, Sr Project Manager (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL — (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16 day of July, 20 21.

ADDRESS OF BIDDER: PO Box 3788, Pasco, WA 99302

PRINCIPAL PLACE OF BUSINESS: 3815 N Glade Rd, Pasco, WA 99301

TELEPHONE NO.: (509) 545-6940 EMAIL: Wayne @candetrenching.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, C&E Trenching, LLC

of Pasco, Washington

as principal, and the Nationwide Mutual Insurance Company, a corporation

duly organized under the laws of the State of Ohio, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 16th day of July, 2021.

C&E Trenching, LLC

(Principal)

Nationwide Mutual Insurance Company

(Surety)

Jared W. Haff

(Attorney-in-fact)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GLENDA D. SIMONSON; JARED W. HAFF; JASON BRAVO; JOSH R. TONER

each in their individual capacity its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED AUTHORITY

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company:

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary, provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

SEAL SEAL SEAL

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner, that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors, and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of July, 2021.

Laura B. Guy
Assistant Secretary

BDJ 1(02-19)00

46-34975

COUNTY OF
BENTON
WASHINGTON

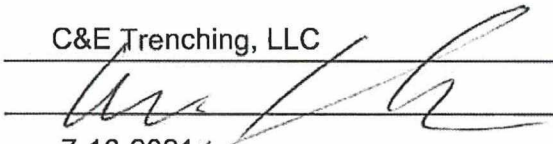
Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0.00% percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: C&E Trenching, LLC

Signature: 

Date: 7-16-2021

Benton County Public Works
P. O. Box 1001 Prosser, WA 99350

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name CE 2081 - DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name: Tri-City Asphalt
Work to be performed: HMA Installation

Subcontractor Name: Silverline Electric
Work to be performed: Electrical Scope

Subcontractor Name: Dakota Concrete
Work to be performed: Concrete Work

Subcontractor Name: Advanced Protecion Services
Work to be performed: Camera & Low voltage wiring

Subcontractor Name: Frontier Fence
Work to be performed: Fencing

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, July 16 , 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

C&E Trenching, LLC
Bidder's Business Name

Signature of Authorized Official*

Wayne Richardson
Printed Name

Sr Project Manager
Title

7-16-21	Pasco	WA
Date	City (where signed)	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒ X

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington State

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	36,500	00	36,500	00
2	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	12,800	00	12,800	00
3	3,450	TON	COMMON BORROW INCL. HAUL	17	50	60,375	00
4	3,450	TON	EMBANKMENT COMPACTION	8	00	27,600	00
5	35	C.Y.	HAND PLACED RIPRAP	170	00	5950	00
6	245	L.F.	DRAIN PIPE 4 IN. DIAM.	17	00	4165	00
7	1	L.S.	CONCRETE VALLEY GUTTER	2200	00	2200	00
8	360	TON	CRUSHED SURFACING TOP COURSE	42	00	15,120	00
9	105	TON	COMMERCIAL HMA	130	00	13,650	00
10	2	EA.	ILLUMINATION SYSTEM	14,500	00	29,000	00
11	1,750	L.F.	CONDUIT PIPE 2 IN. DIAM.	25	00	43,750	00
12	42	L.F.	CONDUIT PIPE 4 IN. DIAM.	45	00	18,900	00
13	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	15,000	00	15,000	00
14	40	C.Y.	GRAVEL BACKFILL FOR DRAIN	77	00	3080	00
15	6	EA.	BOLLARD TYPE 2	830	00	830	00

16	340	L.F.	CHAIN LINK FENCE TYPE 3	53	00	18,020	00
17	1	L.S.	DRIVE THROUGH ELECTRIC GATE AND MAN GATE	16,769	00	16,769	00
18	6	EA.	END, GATE, CORNER AND PULL POST FOR CHAIN LINK FENCE	205	00	1230	00
19	1,363	S.F.	GRAVITY BLOCK WALL	30	00	40,890	00
20	1	L.S.	TRIMMING AND CLEANUP	3000	00	3000	00
21	140	S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	10	00	1400	00
22	1	EA.	MAILBOX SUPPORT TYPE 1	900	00	900	00
23	1	EA.	PTZ SURVEILLANCE CAMERA	6269	00	6269	00
24	1	L.S.	CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE	3500	00	3500	00
				SUBTOTAL		368,038	00
				SALES TAX @ 8.0 %		29,443	04
				TOTAL BID		397,481	04 ✓

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond X In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. ELLISEL793CQ

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 000-171210-11-8

FIRM NAME: Ellison Earthworks, LLC



SIGNATURE OF AUTHORIZED OFFICIAL

Kory Ellison, President
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16th day of July, 2021.

ADDRESS OF BIDDER: 2273 Legacy Lane, Richland, WA 99352

PRINCIPAL PLACE OF BUSINESS: 2273 Legacy Lane, Richland, WA 99352

TELEPHONE NO.: (509) 378-7035 EMAIL: kory@ellisonearthworks.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Ellison Earthworks, LLC

of Richland, Washington

as principal, and the Western National Mutual Insurance Company, a corporation

duly organized under the laws of the State of Minnesota, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 16th day of July, 2021.

Ellison Earthworks, LLC

(Principal)

Western National Mutual Insurance Company

(Surety)

Jared W. Haff

(Attorney-in-fact)

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

WESTERN NATIONAL INSURANCE
The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Darlene R. Johnson, Gerald A. Trautman, Jared W. Haff, Christian D. Koethke, Jason Bravo, Alina Pashkovsky , Basin Pacific Insurance (#9458)**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 ($7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December , 2020.

Jon R. Hebeisen, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

JENNIFER A. YOUNG
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2026

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Signed and sealed at the City of Edina, MN this 16th day of July , 2021

Jennifer A. Young, Assistant Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

COUNTY OF
BENTON
WASHINGTON

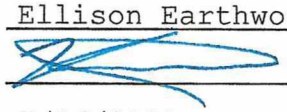
Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Ellison Earthworks, LLC

Signature: 

Date: 7/16/2021

Benton County Public Works

P. O. Box 1001
Prosser, WA 99350

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name CE 2081 - DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Absolute Power, Inc.

Work to be performed Electrical and PTZ camera

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, July 16 , 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Ellison Earthworks, LLC
Bidder's Business Name

Signature of Authorized Official*

Kory Ellison
Printed Name

President
Title

7/16/21 | Richland | WA
Date | City (where signed) | State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	$31,000	00	$31,000	00
2	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	$24,669	00	$24,669	00
3	3,450	TON	COMMON BORROW INCL. HAUL	$15	00	$51,750	00
4	3,450	TON	EMBANKMENT COMPACTION	$10	00	$34,500	00
5	35	C.Y.	HAND PLACED RIPRAP	$255	00	$8,925	00
6	245	L.F.	DRAIN PIPE 4 IN. DIAM.	$10	00	$2,450	00
7	1	L.S.	CONCRETE VALLEY GUTTER	$4,800	00	$4,800	00
8	360	TON	CRUSHED SURFACING TOP COURSE	$50	00	$18,000	00
9	105	TON	COMMERCIAL HMA	$167	00	$17,535	00
10	2	EA.	ILLUMINATION SYSTEM	$11,200	00	$22,400	00
11	1,750	L.F.	CONDUIT PIPE 2 IN. DIAM.	$13	00	$22,750	00
12	42	L.F.	CONDUIT PIPE 4 IN. DIAM.	$76	00	$3,192	00
13	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	$9,300	00	$9,300	00
14	40	C.Y.	GRAVEL BACKFILL FOR DRAIN	$80	00	$3,200	00
15	6	EA.	BOLLARD TYPE 2	$700	00	$4,200	00

16	340	L.F.	CHAIN LINK FENCE TYPE 3	$46	00	$15,640	00
17	1	L.S.	DRIVE THROUGH ELECTRIC GATE AND MAN GATE	$28,000	00	$28,000	00
18	6	EA.	END, GATE, CORNER AND PULL POST FOR CHAIN LINK FENCE	$175	00	$1,050	00
19	1,363	S.F.	GRAVITY BLOCK WALL	$43	00	$58,609	00
20	1	L.S.	TRIMMING AND CLEANUP	$9,900	00	$9,900	00
21	140	S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	$27	00	$3,780	00
22	1	EA.	MAILBOX SUPPORT TYPE 1	$1,100	00	$1,100	00
23	1	EA.	PTZ SURVEILLANCE CAMERA	$7,750	00	$7,750	00
24	1	L.S.	CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE	$7,500	00	$7,500	00
				SUBTOTAL		$392,000	00
				SALES TAX @ 8.0 %		$31,360	00
				TOTAL BID		$423,360	00 ✓

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond X In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. DOUBLJE832LL

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 000-780262-00-0

FIRM NAME: Double J Excavating Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Calvin Matson Vice President
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 15th day of July, 2021.

ADDRESS OF BIDDER: P.O. Box 5631 Pasco, WA. 99302

PRINCIPAL PLACE OF BUSINESS: 2554 Robertson Dr. Richland, WA 99354

TELEPHONE NO.: (509) 627.2030 EMAIL: Calvin@DoubleJExcavating.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Double J Excavating, Inc.

of Richland, Washington

as principal, and the Nationwide Mutual Insurance Company, a corporation

duly organized under the laws of the State of Ohio, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 16th day of July, 2021.

Double J Excavating, Inc.

Calvin Matsu, Vice President

(Principal)

Nationwide Mutual Insurance Company

(Surety)

Jared W. Haff

(Attorney-in-fact)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GLENDA D. SIMONSON; JARED W. HAFF; JASON BRAVO; JOSH R. TONER

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED AUTHORITY

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority, provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company:

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Notary Public, State of New York
No. 02DE6329648
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company; and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of said Company this 16th day of July 2021.

Laura B. Guy
Assistant Secretary

BDJ 1(02-19)00

46-34975

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

DOUBLE J EXCAVATING, INC.

The undersigned, **JORDAN D. MATSON and CALVIN L. MATSON**, persons of the age of more than eighteen years, acting as the incorporators of the above corporation, do hereby sign and acknowledge these First Amended and Restated Articles of Incorporation, and do declare and set forth as follows:

ARTICLE I. NAME

The name of the corporation shall be: **DOUBLE J EXCAVATING, INC.**.

ARTICLE II. DURATION

The period of duration of the corporation shall be perpetual.

ARTICLE III. PURPOSES AND POWERS

The general nature of the business of the corporation and the objects and purposes proposed to be transacted, promoted and carried on by it are as follows:

1. To conduct any lawful business.

2. To purchase or otherwise acquire and to hold, maintain, work and develop, sell, lease, exchange, hire, convey, mortgage or otherwise dispose of and deal in lands and leaseholds and any interest, estate and rights in real property and any personal or mixed property and any franchises, rights, business or privileges necessary, convenient and appropriate for the operation of this corporation and for any of the purposes expressed herein.

3. To buy, sell, invest, deal in and to hold, maintain, work and develop, so far as permitted by law, the whole or any part of the undertaking and business of any person, firm, corporation or partnership of the same general character as that for which this corporation is organized, including

the assets, liabilities, good will and stock in trade thereof, and to pay the same, in whole or in part, either in cash or shares or other property.

4. To acquire by purchase, subscription or otherwise, and to hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds or any obligations or securities of any corporation or corporations, and to merge or consolidate with any corporation in such manner as may be provided by law.

5. To borrow money and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, except as may be prohibited by statute, and to secure the same by mortgage, pledge or otherwise and generally to make and perform agreements and contracts of every kind and description.

6. To conduct and carry on its business, or any part thereof and to have one or more offices, and to exercise all or any of its corporate powers and rights in the State of Washington and in the various states, territories, colonies and dependencies of the United States, in the District of Columbia and in all or any foreign country or countries.

7. To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes, or the attainment of any of the objects or the furtherance of any of the powers hereinabove set forth, either alone or in association with other corporations, firms, partnerships or individuals, and to do every act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business or powers, or any part or parts thereof; provided, the same be not inconsistent with the laws under which this corporation is organized.

8. To have such powers as are conferred upon corporations under the laws of this state.

ARTICLE IV. SHARES

The authorized capital stock of this corporation shall be One Hundred Thousand (100,000) shares of common stock having no par value.

ARTICLE V. CUMULATIVE VOTING AND PREEMPTIVE RIGHTS

Every stockholder shall have the right to vote in person or by proxy the number of shares of stock held by him, upon the election of each director. No cumulative voting for directors shall be permitted.

No holder of stock of the corporation shall be entitled, as such, as a matter of preemptive or preferential rights, to subscribe for or purchase any part of any new or additional issue of stock, or of securities of the corporation or of any subsidiary of the corporation convertible into, or exchangeable for, or carrying rights or options to purchase or subscribe, or both, stock of any class whatsoever, whether now or hereafter authorized, and whether issued for cash, property, services, or otherwise.

No shareholder of the corporation may transfer any of his, her or its stock in the corporation to a person not a shareholder of the corporation without first offering the stock to the corporation for redemption or purchase.

VI. BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the bylaws of this corporation, subject to the power of the shareholders to amend or repeal such bylaws. The shareholders shall also have the power to amend or repeal the bylaws of this corporation and to adopt new bylaws.

ARTICLE VII. REGISTERED OFFICE AND AGENT

The name of the registered agent of this corporation and the address of its initial registered office are:

Michael A. Froehlich
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

ARTICLE VIII. DIRECTORS

The number of directors of this corporation shall be determined in the manner provided by the bylaws and may be increased or decreased from time to time in the manner provided therein. The initial Board of Directors shall consist of two (2) directors, and the names and addresses of the persons who shall serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify are:

Jordan D. Matson
P.O. Box 5631
Pasco, WA 99302-5600

Calvin L. Matson
P.O. Box 5631
Pasco, WA 99302-5600

ARTICLE IX. AMENDMENTS TO ARTICLES OF INCORPORATION

This corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law, and the rights of shareholders of this corporation are granted subject to this reservation.

ARTICLE X. INCORPORATOR

The name and address of the incorporator is as follows:

Jordan D. Matson
P.O. Box 5631
Pasco, WA 99302-5600

ARTICLE XI.

TRANSACTIONS WITH INTERESTED SHAREHOLDERS ELECTION NOT TO BE COVERED

This corporation elects not to be covered by the provisions of the Washington Business Corporation Act concerning transactions with interested shareholders, as therein defined, whether or not this corporation may at any time have fewer than three hundred holders of record of its shares.

DATED this 1st day of December, 2018.

JORDAN D. MATSON
Incorporator and Shareholder

CALVIN L. MATSON
Shareholder

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Calvin Matson Vice President

Signature: 

Date: 7.15.21

Benton County Public Works
P. O. Box 1001 Prosser, WA 99350

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name CE 2081 - DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Sierra Electric Inc.

Work to be performed Electrical

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, July 16 , 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Double J Excavating Inc.
Bidder's Business Name

Signature of Authorized Official*

Calvin Matson
Printed Name

Vice President
Title

7.15.2020	Richland	WA
Date	City (where signed)	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

* *If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	48,842	00	48,842	00
2	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	11,521	00	11,521	00
3	3,450	TON	COMMON BORROW INCL. HAUL	21	00	72,450	00
4	3,450	TON	EMBANKMENT COMPACTION	12	00	41,400	00
5	35	C.Y.	HAND PLACED RIPRAP	79	00	2,765	00
6	245	L.F.	DRAIN PIPE 4 IN. DIAM.	19	00	4,655	00
7	1	L.S.	CONCRETE VALLEY GUTTER	3,450	00	3,450	00
8	360	TON	CRUSHED SURFACING TOP COURSE	58	00	20,880	00
9	105	TON	COMMERCIAL HMA	183	00	19,215	00
10	2	EA.	ILLUMINATION SYSTEM	13,598	00	27,196	00
11	1,750	L.F.	CONDUIT PIPE 2 IN. DIAM.	18	00	31,500	00
12	42	L.F.	CONDUIT PIPE 4 IN. DIAM.	63	00	2,646	00
13	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	16,100	00	16,100	00
14	40	C.Y.	GRAVEL BACKFILL FOR DRAIN	72	00	2,880	00
15	6	EA.	BOLLARD TYPE 2	800	00	4,800	00

16	340	L.F.	CHAIN LINK FENCE TYPE 3	48	00	16,320	00
17	1	L.S.	DRIVE THROUGH ELECTRIC GATE AND MAN GATE	12,075	00	12,075	00
18	6	EA.	END, GATE, CORNER AND PULL POST FOR CHAIN LINK FENCE	183	00	1,098	00
19	1,363	S.F.	GRAVITY BLOCK WALL	47	00	64,061	00
20	1	L.S.	TRIMMING AND CLEANUP	12,780	00	12,780	00
21	140	S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	4	00	560	00
22	1	EA.	MAILBOX SUPPORT TYPE 1	1,150	00	1,150	00
23	1	EA.	PTZ SURVEILLANCE CAMERA	7,475	00	7,475	00
24	1	L.S.	CONSTRUCTION INSPECTION, QUALITY CONTROL AND QUALITY ASSURANCE	25,000	00	25,000	00
				SUBTOTAL		450,819	00
				SALES TAX @ 8.0 %		36,065	52
				TOTAL BID		486,884	52

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ✓ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). —, —, & ✓.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. **GOODMME006BJ**

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. **000.100743.00.0**

FIRM NAME: **Goodman & Mehlenbacher Enterprises, Inc**

SIGNATURE OF AUTHORIZED OFFICIAL	CHARLES BARR - PRESIDENT (PRINT NAME AND TITLE)
SIGNATURE OF AUTHORIZED OFFICIAL	(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16 day of July, 2021.

ADDRESS OF BIDDER: P.O. box 5949, Kennewick, WA 99336

PRINCIPAL PLACE OF BUSINESS: 2312 South Ely Street, Kennewick, WA 99337

TELEPHONE NO.: (509) 582-5570 EMAIL: chuck@gameincgc.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Goodman & Mehlenbacher Enterprises, Inc.

of PO Box 5949, Kennewick, WA 99336

as principal, and the Berkley Insurance Company, a corporation

duly organized under the laws of the State of Delaware, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 16th day of July, 2021.

GOODMAN AND MEHLENBACHER ENT., INC. CORPORATE SEAL DEC. 1999 WASHINGTON

Goodman & Mehlenbacher Enterprises, Inc.

(Principal)

Berkley Insurance Company

(Surety)

Judith C. Kaiser-Smith

(Attorney-in-fact) Judith C. Kaiser-Smith

No. BI-7801k

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***James E. Majeskey II; Judith C. Kaiser-Smith; Thomas V. A. Davis; Jaclyn R. Kruse; Melissa Wolf; or AiLi Palmer of PayneWest Insurance, Inc. of Spokane, WA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11th day of November, 2020.

(Seal)

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 11th day of November, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of July, 2021.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: GOODMAN & MEHLENBACHER ENT INC

Signature:

Date: 07/16/2021

Benton County Public Works

P. O. Box 1001
Prosser, WA 99350

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name CE 2081 - DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name SIERRA ELECTRIC, INC.

Work to be performed ELECTRICAL

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, July 16 , 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

GOODMAN & MEHLENBACHER ENT INC
Bidder's Business Name

Signature of Authorized Official*

CHARLES BARR
Printed Name

PRESIDENT
Title

07/16/2021	Kennewick	Washington
Date	City (where signed)	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☑

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Authorization for the Sheriff's Office to purchase vehicles from Bud Clary Ford/Hyundai utilizing WA State Contract 05916 and place them in the ER&R Replacement Program
Presenter:	
Prepared By:	S. Christen
Reviewed By:	M. McGhan

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☒ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The Sheriff's Office operates three patrol cars that are showing excessive wear and need replacing. Two more patrol cars have not been in use since December 2020 due to their poor condition and need replacing. Also, an additional vehicle is needed due to command staff currently driving a DEA vehicle. Currently, the five vehicles needing to be replaced are not in the ER&R replacement program, however, per Resolution 2020-808, which adopted the new ER&R Fund Policy, all vehicles purchased will be managed and maintained by ER&R. Therefore, all five replacement vehicles and the additional vehicle will be placed in the ER&R replacement program. The vehicles to be replaced are as follows:

- #S15-11 - 2015 Ford Interceptor
- #S15-18 - 2016 Ford Interceptor
- #S15-19 - 2016 Ford Interceptor
- #S16-05 - 2016 Ford Interceptor
- #S16-06 - 2016 Ford Interceptor

The five vehicles being purchased for replacements are 2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV's at a cost of $40,236.00 plus WSST each. The additional vehicle is also a 2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV. However, it does not have the spot light attached so the cost is $39,843.00 plus WSST. Additional costs for upfitting the vehicles for service will be approved in future resolutions.

Bud Clary Ford/Hyundai, Longview, WA is the current state contract vehicle vendor and has all six vehicles available for purchase off Washington State Contract No. 05916. The County is a member of other Cooperative Purchasing groups, such as Sourcewell and HGAC. Staff has checked to see if a better price could be obtained utilizing another purchasing group, however these vehicles are not available on those contracts.

A Purchase Agreement has been prepared, reviewed, and approved by our Deputy Prosecuting Attorney, and signed by Bud Clary Ford/Hyundai.

Fiscal Impact

Amount: $261,268.93 including WSST

Fund: Public Safety Tax Fund (0148-101)

Recommendation

The Fleet Superintendent recommends the Board approve the purchase of six 2021 Ford Police Interceptors for use by the Sheriff's Office in an amount not to exceed $265,000 including WSST from Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 and place the vehicles in the ER&R replacement program.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF SIX (6) 2021 FORD POLICE INTERCEPTOR AWD PURSUIT-RATED UTILITY/SUV'S FROM BUD CLARY FORD/HYUNDAI UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR USE BY THE SHERIFF'S OFFICE

WHEREAS, five vehicles operated by the Sheriff's Office are showing excessive wear and need to be replaced and an additional vehicle is needed for command staff; and

WHEREAS, Washington State Contract No. 05916 allows for the purchase of vehicles from Bud Clary Ford/Hyundai, Longview, WA; and

WHEREAS, the five vehicles being replaced (#S15-11, S15-18, S15-19, S16-05 and S16-06) and the additional vehicle will be 2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV's; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of these vehicles utilizing Washington State Contract No. 05916, has been approved by our Deputy Prosecuting Attorney, and has been signed by Bud Clary Ford/Hyundai; and

WHEREAS, in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all vehicles purchased will be managed and maintained by ER&R; and

WHEREAS, the Sheriff's Department has requested the purchase of the six vehicles utilizing the Washington State Contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Purchase Agreement for the purchase of six (6) 2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV's, with the total not to exceed $265,000.00 including WSST from Bud Clary Ford/Hyundai, Longview, WA, utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED, the Board of County Commissioners is hereby authorized to sign said Agreement; and

BE IT FURTHER RESOLVED, the new vehicles will be purchased from the Public Safety Tax Fund and placed in the ER&R replacement program.

Dated this 27th day of July 2021.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest_____
Clerk of the Board

Original: Purchasing Dept.
cc: Auditor, Sheriff

S. Christen

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Bud Clary Ford/Hyundai
Vendor Code: 106195
Vendor Contact: Marie Tellinghiusen ford.orders@budclary.com
Vendor Contact Phone: 360-423-4321
Vendor Principal Place of Business: Longview, WA

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County Public Works Department 102808 Wiser Parkway Kennewick, WA 99338	Benton County Public Works Department 102808 Wiser Parkway Kennewick, WA 99338

P.O. Date: 7/20/2021
Delivery Date: Per Contract

		Est Qty	Unit Price	Total Price
	WA State Contract 05916-Motor Vehicles			
2021-6-252	2021 Ford Police Interceptor AWD Pursuit-Rated			
	Utility/SUV (Exhibit A)	1	39,843.00	39,843.00
2021-6-295	2021 Ford Police Interceptor AWD Pursuit-Rated			
	Utility/SUV (Exhibit B)	5	40,236.00	201,180.00
	through the Washington State Master Contract Usage			
	Agreement-Contract No. 05916 per the attached quotes			

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Clary Longview, LLC, P. O. Box 127, Longview, WA 98632

	-
SUB TOTAL =	$ 241,023.00
SALES TAX =	20,245.93
TOTAL ORDER =	$ 261,268.93

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Bud Clary Ford/Hyundai.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 05916
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form

_____

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

BUD CURRY FORD

Vendor Name (Print): MARIE TELLINGHUISEN Title: GOVT CONTRACTS Date: 06/28/21

Vendor Signature: Marie Tellinghuisen

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

Shannon Christen EXHIBIT A

From: ford orders <ford.orders@budclary.com>
Sent: Tuesday, June 22, 2021 3:27 PM
To: Michael McGhan
Cc: Shannon Christen
Subject: [EXTERNAL] RE: Vehicle Purchase Request - 2021-6-252 - BENTON COUNTY - 10300

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the order, everything looks good. I will place the order with Ford now due to the deadline and keep an eye out for the PO to sign

Kathleen Brennan
Fleet Coordinator
Bud Clary Ford Hyundai
p 360-423-4321 ext. 7183
f 360-423-6056

Final Order Due Dates:
06/17/21 F150 Responder
06/23/21 Explorer, Police Interceptor (VSO by 05/26), Ranger
06/30/21 Bronco Sport, Transit 2021 price protection - will be ordered as 2022MY
07/28/21 Escape

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Tuesday, June 22, 2021 8:10 AM
To: ford orders <ford.orders@budclary.com>
Cc: michael.mcghan@co.benton.wa.us
Subject: Vehicle Purchase Request - 2021-6-252 - BENTON COUNTY - 10300

This is **NOT** a purchase order.
You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles
Dealer: Bud Clary Ford Hyundai (formerly Columbia Ford)
700 7th Avenue / PO Box 127
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 7187
Dealer Email: ford.orders@budclary.com

Organization Information

Organization: BENTON COUNTY - 10300
Order Contact: Michael McGhan
Contact Phone: 509-539-4769
Vehicle Location: KENNEWICK

Contact Email: michael.mcghan@co.benton.wa.us
Organization Reference #:
Quote #: 2021-6-252

Comments:

Color Options

Iconic Silver Metallic (JS) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	1	$32,879.00	$32,879.00
2021-0521-002	INFORMATION ONLY: Columbia Ford offers a $300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	$0.00	$0.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	$0.00	$0.00
2021-0521-011	Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U)	1	$4,305.00	$4,305.00
2021-0521-015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	1	$892.00	$892.00
2021-0521-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	1	$60.00	$60.00
2021-0521-019	Police Wire Harness Connector Kit - Front/Rear (For connectivity to Ford PI Package Solutions) [FRONT includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] [REAR includes one (1) 2-pin connector for rear lighting, one (1) 2-pin connector, six (6) female 4-pin connectors, six (6) male 4-pin connectors, one (1) 10-pin connector] (67V)	1	$185.00	$185.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	1	$100.00	$100.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	1	$25.00	$25.00
2021-0521-035	Badge Delete (deletes Police Interceptor badging on rear liftgate and Interceptor badging on front hood when ordered with EcoBoost engine) (16D)	1	$0.00	$0.00
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	1	$543.00	$543.00
2021-0521-039	Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	1	$159.00	$159.00
2021-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	1	$0.00	$0.00

2021-0521-046	Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	1	$144.00	$144.00
2021-0521-047	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	1	$0.00	$0.00
2021-0521-048	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	1	$339.00	$339.00
2021-0521-049	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	1	$50.00	$50.00
2021-0521-202	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$35.00	$35.00
2021-0521-211	Mud Flaps, OEM molded (set of 4) (DLR)	1	$127.00	$127.00

Request Totals

Total Vehicles:	1
Sub Total:	$39,843.00
8.400 % Sales Tax:	$3,346.81
Request Total:	$43,189.81

EXHIBIT B

Contract Automobile Request System (CARS)

Washington State Department of Enterprise Services

Organization Purchase Request Details

Organization Information Return to Org Requests

Contract #: 05916 - Motor Vehicles
Status: Submitted To Dealer
Organization: 10300 - BENTON COUNTY - 10300
Order Contact: Michael McGhan
Contact Phone: 509-539-4769
Contact Email: michael.mcghan@co.benton.wa.us

Quote #: 2021-6-295
Submit Date: 06-22-2021
Order Date:
Expected Delivery Date:
Delivery Date:
Cancel Date:
Organization Reference #:
Organization PO #:

Dealer: Bud Clary Ford Hyundai (formerly Columbia Ford) - W403
Dealer Address: 700 7th Avenue / PO Box 127
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 7187
Dealer Email: ford.orders@budclary.com

Internal Notes:
Comments To Dealer:
Dealer Reference #: 21-0749 P583-P587
Dealer Comments: 07/07/21 Revised to add #051 Spot Lamp, LED Bulb, Driver Only (Unity) (51R) $393.00. Will order vehicle for deadline, please send PO. Added #010 - info only

Color Options

Color Name	Quantity
Iconic Silver Metallic (JS)	5

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	5	$32,879.00	$164,395.00

2021-0521-002	INFORMATION ONLY: Columbia Ford offers a $300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	5	$0.00	$0.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	5	$0.00	$0.00
2021-0521-010	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	5	$0.00	$0.00
2021-0521-011	Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U)	5	$4,305.00	$21,525.00
2021-0521-015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	5	$892.00	$4,460.00
2021-0521-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	5	$60.00	$300.00
2021-0521-019	Police Wire Harness Connector Kit - Front/Rear (For connectivity to Ford PI Package Solutions) [FRONT includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] [REAR includes one (1) 2-pin connector for rear lighting, one (1) 2-pin connector, six (6) female 4-pin connectors, six (6) male 4-pin connectors, one (1) 10-pin connector] (67V)	5	$185.00	$925.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	5	$100.00	$500.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	5	$25.00	$125.00
2021-0521-035	Badge Delete (deletes Police Interceptor badging on rear liftgate and Interceptor badging on front hood when ordered with EcoBoost engine)	5	$0.00	$0.00

	(16D)			
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	5	$543.00	$2,715.00
2021-0521-039	Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	5	$159.00	$795.00
2021-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	5	$0.00	$0.00
2021-0521-046	Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	5	$144.00	$720.00
2021-0521-047	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	5	$0.00	$0.00
2021-0521-048	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	5	$339.00	$1,695.00
2021-0521-049	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	5	$50.00	$250.00
2021-0521-051	Spot Lamp, LED Bulb, Driver Only (Unity) (51R)	5	$393.00	$1,965.00
2021-0521-202	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	5	$35.00	$175.00
2021-0521-211	Mud Flaps, OEM molded (set of 4) (DLR)	5	$127.00	$635.00

Request Totals

Total Vehicles:	**5**
Sub Total:	**$201,180.00**
8.4 % Sales Tax:	**$16,899.12**
Request Total:	**$218,079.12**

Access Washington®

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN TREASURER O&M FUND NUMBER 0112101, DEPARTMENT NUMBER 000.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Sabrina Mutrux

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Treasurer O&M | Fund Nbr: 0112101

TRANSFER FROM: / TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	3101	Supplies	$184	514.220	3503	Computer Software	$184
TOTAL			$184	TOTAL			$184

Explanation:

Amount needed to cover computer software.

Prepared by: Sabrina Mutrux | Date: 14-Jul-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	7/27/2021
Subject:	Bank of New York Corporate Action Response Letter
Presenter:	
Prepared By:	Kirsten Yniguez
Reviewed By:	Reid Hay

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County has an agreement with Bank of New York Mellon for third-party custodian services to enhance internal controls to ensure securities are properly deposited and evidenced with safekeeping receipts. To meet internal compliance standards, the Bank of New York Mellon is establishing the preferred method for providing corporate action event responses and notifications. Corporate action events include tender offers, conversions, mergers, exchanges, maturities, etc. Should the need arise, Benton County will provide these notices via fax, according to the guidelines in the attached Corporate Actions Client Letter.

Fiscal Impact

There is no fiscal impact.

Recommendation

Approve resolution and sign the attached Corporate Actions Client Letter.

Suggested Motion

N/A Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING METHOD FOR CORPORATE ACTION NOTIFICATION AND RESPONSE MANAGEMENT WITH THE BANK OF NEW YORK MELLON.

WHEREAS, RCW 36.29.020 authorizes the Benton County Treasurer to invest funds in qualifying investments when authorized by the governing bodies of the relevant municipal corporations or by the Benton County Finance Committee; and

WHEREAS, pursuant to 2015-239, Benton County entered into an agreement with the Bank of New York Mellon to enhance internal controls to ensure securities are properly deposited and evidenced with safekeeping receipts; and

WHEREAS, to meet their compliance requirements, the Bank of New York Mellon is establishing preferred methods for corporate action notification/response; and

WHEREAS, should the need arise, Benton County will provide corporate action responses via fax according to the requirements outlined in the attached Corporate Actions Client Letter; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Commissioners is authorized to sign the attached Corporate Actions Client Letter that is attached hereto.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Treasurer
cc: Auditor, Prosecuting Attorney

Prepared by: K Yniguez

BNY MELLON

July 2020

Dear Client

As you may be aware, The Bank of New York Mellon Trust Company, N.A. ("BNY Mellon") is seeking to become more technologically enabled. Our goal is to create a digital enterprise that will provide you, our clients, with enhanced control and transparency, enable you to be more efficient and timely, and help you reduce risk.

In pursuit of these goals, we are migrating our corporate actions election process to our NEXEN[SM] portal or SWIFT.

Our NEXEN Corporate Actions service provides secure, online, real-time access and straight-through-processing. The migration will provide you with greater automation, enable you to activate transactions closer to market deadlines, and provide greater transparency into the status of your corporate actions. In addition, it will reduce the risk of errors or your corporate actions not getting processed and improve efficiencies vs. fax or e-mail.

The NEXEN Corporate Actions service enables users to enter and track corporate events—such as tender offers, conversions, mergers, exchanges, maturities, called bonds, rights, warrants, bankruptcies, and stock splits. You will have full control over who can enter, authorize and respond to actions. In addition, the customizable interface enables each user to tailor his/her experience to see events for desired accounts, filter data to see only desired action and event types, and more. Designed based on the lifecycle of a corporate action, the tabbed interface allows users to actively manage New, Updated, Response Required, Upcoming Payments and Authorization Required notifications. Finally, users can receive corporate action reports in their e-mail inbox, in Excel or PDF format, on a daily or weekly basis. Going forward, we plan to further enhance NEXEN Corporate Actions in 2020 with a widget that provides a snapshot view of your announcements, notifications, and responses, and has the ability to drill down to greater detail.

In order to participate in Corporate Actions notification and response management via NEXEN or SWIFT, please indicate your selection at the end of this letter and contact your Client Service Manager for the necessary onboarding forms. The onboarding process can take up to two weeks.

If you do not wish to automate your corporate actions via NEXEN or SWIFT, please fax all corporate action responses to the BNY Mellon Corporate Actions team at fax number 844-299-3627. Please note that as of the date hereof, e-mailed instructions regarding Corporate Actions will no longer be accepted by BNY Mellon.

Please note that all faxed corporate action responses must meet the below criteria or, given the high-risk nature of faxed instructions, BNY Mellon will reject them for processing and send them back to you:

- Each signer must print their name alongside or under their signature.
- Signature must match the Authorized Signatory List (ASL) held by BNY Mellon.
- Signer must have signing authority as per the ASL.

BNY MELLON

- Instructions must contain a valid 6-digit account number.
- Instructions must be clear, must not be blank, illegible or partially legible.

In the event we receive fax instructions not meeting these criteria, your BNY Mellon representative will contact you to ask you to reinstruct in the required format.

Finally, should you wish to receive proxy corporate actions and be able to respond to them, you will need to request access to the ProxyEdge Platform through our third-party vendor Broadridge. Please contact your Client Service Manager and they will assist you in setting up your access to the Broadridge system.

Please indicate your selections and electronically sign the letter in the appropriate space below. Please then attach and return the signed letter via e-mail and be sure to keep a copy for your files.

Kind regards,



Nicola Armstrong, Corporate Trust Custody Group Manager
For and on behalf of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

Signed and Agreed by Client:

Name of Authorized Signatory (print):_____

Signature:_____

Title and Company:_____

Client confirmation to gain access to NEXEN or SWIFT for corporation action processing (select one):

☐NEXEN

☐SWIFT

☒Neither; corporate action responses will be faxed

Client acknowledgement that all corporation action responses are to be faxed in accordance with this letter if not processed via NEXEN or SWIFT:

☒Yes

☐No

Client confirmation to gain access to Broadridge in order to receive and process Proxy corporation actions:

☐Yes

☒No

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 27, 2021
Subject:	Ordinance Amending Ordinance 272, Section 2 and BCC 3.04.046
Presenter:	Greg Wendt
Prepared By:	Michelle Johnson
Reviewed By:	Brad O'Brien

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☐ Consent Agenda
- ☒ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☒ Pass Motion
- ☒ Pass Resolution
- ☒ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Upon a petition from a landowner asking for some flexibility within our Benton County building code as it relates to cedar shake roofs, the Building Division along with the Fire Marshal has reviewed the building code, special fire protection section, and has made the determination that an amendment regarding the use of cedar shakes or shingles is in order.

Attached for the Boards review is a copy of the ordinance amending Ordinance 272, Section 2 and BCC 3.04.046.

Fiscal Impact

Fiscal Impact -none.

Recommendation

It is the recommendation of staff that the Board adopt the ordinance and approve the resolution as presented.

Suggested Motion

I move to adopt the ordinance and approve the resolution amending Ordinance 272 Section 2 and BCC 3.04.046.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING AN ORDINANCE RELATING TO THE BUILDING CODE, SPECIAL FIRE PROTECTION; AMENDING ORDINANCE 272, SECTION 2, AND BCC 3.04.046.

WHEREAS, a public hearing was held on Tuesday, July 27, 2021 at 9:00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser Washington both virtually and in person to consider the above ordinance amendment; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Community Development Department – Building Division for amending Title 3.04, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating the building code, special fire protection, amending Ordinance 272, Section 2 be adopted and shall take effect upon its passage and adoption.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest_____
Clerk of the Board

ORDINANCE NO._____

AN ORDINANCE relating to the building code, special fire protection, and amending Ordinance 272, Section 2 and BCC 3.04.046.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 272, Section 2 and BCC 3.04.046 are hereby amended to read as follows:

SPECIAL FIRE PROTECTION. Notwithstanding other provisions of the International Building Code and/or the International Residential Code, the following restrictions shall apply:

(a) Except as set forth below, ((~~The~~))the use of cedar shakes or shingles or materials with similar flame spread characteristics for roof construction is prohibited. ((~~Class C rated shakes or shingles may be used for existing roof repairs that do not exceed fifty (50) percent of the existing roof within a twelve (12) month period, and additions to structures with existing wood shingle or shake roofs.~~))

(1) Cedar shakes or shingles or materials with similar flame spread may be used for roof construction of dwelling units that:

(i) Are located in the Growth Management Act Agricultural District; and

(ii) Are setback a minimum of 150′ from all property lines and other dwelling units; and

(iii) No other dwelling unit on the parcel/lot may have a cedar roof as described in (a) above.

(2) Class A, B, or C rated cedar shakes or shingles may be used for additions to existing structures that have cedar shake or shingle roofs and for existing roof repairs on structures of any type that have cedar shakes or shingles, provided the new fire rated shakes or shingles will not comprise fifty (50) percent or more of the existing roof within a twelve (12) month period.

(b) Non-combustible siding and soffit material is required on the downhill side of structures within thirty (30) feet of a fifteen (15) percent or greater grade.

(c) All structures within thirty (30) feet of the property line shall have non-combustible siding, soffits, or skirting on the side adjacent to an undeveloped area of natural vegetation that is in excess of five (5) contiguous acres, provided, that this restriction shall not apply to interior lots of platted parcels and development phases whose streets are accessible and the water system is operational.

SECTION 2. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of

the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

Ryan K Brown
_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board