

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 the 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, October 26, 2021
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **October 19, 2021**

Review Agenda

Consent Agenda

Human Services

- a. Professional Services Contract w/Michelle Santo
- b. Amend Agreement w/US Dept. of Treasury for Emergency Rental Assistance
- c. Interagency Agreement - WA State Dept. of Commerce - Community Development Block Grant
- d. 1st Amendment to Agreement – WA State Dept. of Commerce - Consolidated Homeless Grant

Juvenile

- e. Personal Services Contract with Sandy Bonilla dba Essence Therapy, PLLC
- f. Personal Service Contract w/Stephenson Computer Consulting

Prosecuting Attorney

- g. Budget Adjustment – Current Expense Fund, Dept. 117

Public Works

- h. Ratify Change Order No. 1 – Stripe Rite, Inc. – 2021 Pavement Marking

- i. Purchase and Installation by Pape Machinery of Engine for John Deere Motor Grader
Purchasing
- j. Professional Service Contract with Dr. Lou Sowers – As Needed Psychological Evaluations
- k. 1st Amendment to Professional Service Agreement with Ideal Option, PLLC

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

Scheduled Business

Rate Ratifying Change Order No. 2 – Freeform – Administration Building Furnishings – Robert Blain

Change Change Order No. 11 – Banlin Construction – Administration Building – Robert Blain

Authorizing Transfer of Energy Study Certification Tax Benefits from Benton County to MMEC Architecture & Interiors for New Administration Building – Robert Blain

Taxes for 2022 Collection Discussion – Linda Ivey

Other Business

Executive Session – Review Qualifications of Applicant for Public Employment

Lexi Wingfield and Jon Law

Executive Session – Review Qualifications of Applicant for Public Employment

Lexi Wingfield and Scott Souza

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 19, 2021, 9:00 a.m.

Meeting provided in-person, by Video Live-Broadcast and Telephonically

Present: Chairman Pro Tem Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Absent: Chairman Jerome Delvin (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Commander Joshua Shelton; Lt. Kasey Kist; Finance Manager Linda Ivey; DPA Reid Hay; DPA Ryan Brown; Elaine Osborne, Chief Deputy Clerk.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of October 12, 2021 were approved.

Agenda Review

The following was added to discussion under “Other Business”:

- District Court Judge Vacancy

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items “a” through “l”. Commissioner Small seconded and upon vote, the Board approved the following:

Auditor

- a. Establishing Travel Card Account Revolving Fund

Canine Shelter

- b. Contract w/S. Morris Company for Cremation Services
- c. Contract w/Vista Veterinary for Spay and Neuter Services
- d. Contract w/Vista Veterinary for Veterinarian Services

Coroner

- e. Line Item Transfer, Current Expense 0000-101, Dept. 109

IT

- f. One-Year Maintenance/Support Plan with Justice AV Solutions, Inc. for Juvenile Justice Center
- g. One-Year Bluebeam Studio Prime Subscription w/Cadd Microsystems

Juvenile

- h. Contract w/Personal Touch Cleaning for Janitorial & Maintenance Services

Office of Public Defense

- i. Rescinding Resolution 2021-060; Approval of Agreement with LinkedIn Learning

Prosecuting Attorney

- j. Line Item Transfer, Current Expense Fund 0000-101, Dept. 117

Public Works

- k. Advertise and Proceed to Bid Process for 2021 Catch Basin and Drywell Cleaning

Purchasing

- l. Statement of Work with i3 ImageSoft for Benton County District Court for OnBase Document Management

Public Comment

None.

Washington State Dept. of Ecology Grant w/Corrections Dept for Work Crew Program

Commander Joshua Shelton and Lt. Kasey Kist presented a grant agreement with the Dept. of Ecology awarding a grant in the amount of \$57,762.00 for litter pickup and illegal dump cleanup and an additional \$40,000.00 for cleanup of 15 state highway ramps in Benton County.

They were currently running at 50% capacity with 6 to 7 participants for one work crew and the grant would offset what was currently being spent on the work crew.

MOTION: Commissioner McKay moved to approve the resolution and authorize the Chairman to sign the attached Agreement between the Washington State Dept. of Ecology and Benton County as presented. Chairman Pro Tem Small seconded and upon vote, the motion carried.

Veterans' Court Funding

Jerrold MacPherson and Linda Ivey said the Franklin County Prosecuting Attorney reached out to Benton County asking if Benton County was willing to assist a Franklin County Veteran in Benton County's Court. The parties met and agreed it was possible on a trial run basis. It would be administered through a Memorandum of Understanding and would only be for one person and would be paid by Franklin County. The line item transfer and coding correction would facilitate payment from Franklin County so funds would not come from Benton County's Public Safety Tax Fund, and the MOU would come at a later date.

MOTION: Commissioner McKay moved to approve the Line Item Transfer, Current Expense Fund No. 0000-101, Dept. 138 in the amount of \$10,000. Chairman Pro Tem Small seconded and upon vote, the motion carried.

MOTION: Chairman Pro Tem Small moved to approve the Coding Correction of Funds from Public Safety Tax Fund 0148101, Dept. 112 to Current Expense Fund No. 0000-101, Dept. 138 in the amount of \$10,000. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

District Court Judge Appointment Vacancy

Mr. MacPherson said they opened the vacancy via the normal process with the vacancy announcement of Judge Katie Butler. They only received two applicants (Jennifer Azure and Shelley Ajax) and recommended to head straight to interviews.

The Board agreed to tentatively schedule the interviews at 1:30 p.m. in Kennewick on November 2, 2021 either at the Justice Center or the new Administration Building.

The Board briefly recessed at 9:14 a.m. for approximately five minutes, reconvening at 9:20 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 9:20 a.m. for up to 15 minutes with DPA Reid Hay to discuss pending litigation. Also present were Jerrod MacPherson, DPA Ryan Brown, and Cami McKenzie.

The Board came out at 9:39 a.m. No decisions were made in executive session.

Tort Claims

CC 2021-28: Received on October 14, 2021 from Adrian Ponce-Velasco

CC 2021-29: Received on October 15, 2021 from Trudy Dawn Crane

Payroll

Check Date: 10/15/2021

Payroll Draw Checks

Total all funds: \$117,939.72

Warrant #: 243369

Direct Deposit #: 166121-166275

Payroll Draw Deductions/Transfers
Total all funds: \$21,249.90
Taxes #: 101211013

Accounts Payable

Check Date: 10/04/2021

Warrants #: 222027
Total all funds: \$5,000.00

Check Date: 10/11/2021

P-Cards #: 1021
Total all funds: \$276,180.66

Check Date: 10/15/2021

Warrants #: 222224-2224765
Total all funds: \$3,316,160.34

EFT's #: 1973-1982
Transfers #: 10152101-10152106
Total all funds: \$1,618,969.86

Resolutions

- 2021-746: Establishing Travel Card Account Revolving Fund
- 2021-747: Contract w/S. Morris Company for Cremation Services
- 2021-748: Contract w/Vista Veterinary for Spay and Neuter Services
- 2021-749: Contract w/Vista Veterinary for Veterinarian Services
- 2021-750: Line Item Transfer, Current Expense 0000-101, Dept. 109
- 2021-751: One-Year Maintenance/Support Plan with Justice AV Solutions, Inc. for Juvenile Justice Center
- 2021-752: One-Year Bluebeam Studio Prime Subscription w/Cadd Microsystems
- 2021-753: Contract w/Personal Touch Cleaning for Janitorial & Maintenance Services
- 2021-754: Rescinding Approval of Agreement with LinkedIn Learning
- 2021-755: Line Item Transfer, Current Expense Fund 0000-101, Dept. 117
- 2021-756: Advertise and Proceed to Bid Process for 2021 Catch Basin and Drywell Cleaning
- 2021-757: Statement of Work with i3 ImageSoft for Benton County District Court for OnBase Document Management
- 2021-758: Grant Awarded by the Washington State Department of Ecology to Benton County for the Purpose of Sharing the Costs of Operation of the Benton County Corrections Department Work Crew Program
- 2021-759: Transfer of Funds Within Current Expense Fund Number 0000101 Department Number 115 to Department Number 138

2021-760: Coding Correction of Funds from Public Safety Tax Fund 0148101 Department 112 to Current Expense Fund 0000101 Department Number 138

There being no further business before the Board, the meeting adjourned at approximately 9:39 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021
Subject:	Execute #PSC-21/22-PREV-SANTO-00 between Michelle Santo and Human Services
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ 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 enter into a Professional Services Contract with Michelle Santo for the purpose of being the Community Prevention Wellness Initiative Coalition Coordinator for the substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent the misuse and abuse of alcohol, tobacco, and other drugs.

The purpose of the agreement is to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25.

There was a delay in issuing the contract due to receiving the contract and budgets from Health Care Authority.

Fiscal Impact

Funding for the services described in this Contract 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 consideration amount of \$119,600.00.

Recommendation

- Sign the Agreement #PSC-21/22-PREV-SANTO-00, where indicated
- Sign the Resolution to Agreement #PSC-21/22-PREV-SANTO-00, 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 A PROFESSIONAL SERVICES
CONTRACT #PSC-21/22-PREV-SANTO-00 BETWEEN BENTON COUNTY
DEPARTMENT OF HUMAN SERVICES AND MICHELLE SANTO**

WHEREAS, Benton County Department of Human Services would like to enter into a Professional Services Contract with Michelle Santo for the purpose of being the Community Prevention Coordinator for the Pasco substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent the misuse and abuse of alcohol, tobacco, and other drugs; and

WHEREAS, the purpose of the agreement is to coordinate and implement prevention programs designed to prevent the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25; NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed Professional Services Contract #PSC-21/22-SANTO-00; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Professional Services Contract #PSC-21/22-SANTO-00 between Benton County Department of Human Services and Michelle Santo.

BE IT FURTHER RESOLVED, the consideration amount is not to exceed \$119,600.00; and

BE IT FURTHER RESOLVED, the term of the attached Professional Services Contract commences on July 1, 2021 and shall expire on September 29, 2022.

Dated this.....day of, 2021

Chair of Board

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-21/22-PREV-SANTO-00

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 (hereinafter "COUNTY"), and **MICHELLE SANTO**, an individual under the laws of the State of Washington with its principal offices at 4504 Bermuda Dunes Dr., Pasco, WA 99301 (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 - Scope of Work;
- b. Exhibit B - Confidential Information Security Requirements
- c. Exhibit C - Business Associate Agreement;
- d. Exhibit D - Data Use, Security and Confidentiality;
- e. Exhibit E - Federal Compliance, Certifications, and Assurances;
- f. Exhibit F - SAMHSA Award Terms;
- g. Exhibit G - Budget;
- h. Exhibit H - Travel Policy;

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and shall expire on September 29, 2022. 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 provide coordination and implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in

support of the CPWI Prevention Services Project.

- 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 COUNTY.
- 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 COUNTY 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 requested by the COUNTY.

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: .

Name: Michelle Santo
Address: 4504 Bermuda Dunes Dr.
Pasco, WA 99301
Phone: 509-832-3682
Email: pascodc@gmail.com

b. For COUNTY:

Name: Kyle Sullivan
Address: 7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509-737-3909
Email: kyle.sullivan@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid \$30.00/hr based on 30-40 hours per week and travel reimbursement at the rates set forth in Exhibit G, "Budget" and Exhibit H "Travel Policy which is

attached hereto and incorporated herein by reference.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed ninety-nine thousand three hundred and seven dollars (\$99,307.00) from the Substance Abuse Block Grant (SABG), CFDA 93.959, twenty thousand two hundred ninety-three dollars and no cents (\$20,293.00) from Dedicated Marijuana Account (DMA) Fund 315 State, including W.S.S.T.
- 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 G, submit invoices to the COUNTY 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 COUNTY during the billing period. The COUNTY 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 COUNTY.
- 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 COUNTY, the COUNTY 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 COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. 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.
- b. 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 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

The CONTRACTOR shall obtain and maintain continuously the following 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 must 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 the COUNTY 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 COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. 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 COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY 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 COUNTY 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 COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities 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 COUNTY 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 COUNTY 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 COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY 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 COUNTY 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 an 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 County Risk Manager. 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 Workers' Compensation, shall specifically include the COUNTY 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 COUNTY. Any insurance or self-insurance maintained by the COUNTY 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 COUNTY's 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 COUNTY's Contract Representative

referenced in Section 4.

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 County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY 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 COUNTY.

- 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 the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

- b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

- d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. 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 in the absence of such, no

action or inaction shall be construed to be such a waiver.

13. 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 COUNTY. 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 COUNTY 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 COUNTY 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 COUNTY.
- d. The 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 COUNTY'S Contract Representative, or designee.

14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY 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 COUNTY 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, 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, forms of electronic media, 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 COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees 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 therefrom 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, 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 COUNTY of any notice of such claim.

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, 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 Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 County, Washington.

22. SUCCESSORS AND ASSIGNS

The COUNTY, 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 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

27. 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 Section 14 of this Contract may be of evidentiary value, the COUNTY 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 COUNTY 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 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY 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 COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees 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 the last date signed.

Dated: _____

Dated: 10/12/21

FOR: BENTON COUNTY

FOR: MICHELLE SANTO

Chairman

Michelle Santo

Signature

Member

Coordinator

Title:

Member

Michelle Santo

Print Name

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

Approved as to Content

Attest: _____
Clerk of the Board

[Signature]

Human Services Manager

Approved as to Form

[Signature]
Civil Deputy Prosecuting Attorney

1. Statement of Work

The Contractor shall ensure services and all things necessary for or incidental to the performance of work, as set forth below. Prevention programs and services include, but are not limited to:

1. Coordination of Prevention Services

The Contractor shall ensure:

- a. The provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website:

<https://www.theathenaforum.org/cpwi-community-coalition-guide> which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing to include"

- (1) At minimum be one part-time (0.5 FTE) staff member to serve as the qualified Community Coalition Coordinator. Full-time (1.0 FTE) for the Community Coalition Coordinator is allowable and strongly recommended in order to meet the scope of the project.
 - a. Coordinator shall meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
 - b. Coordinator shall confirm an office space in the designated community for the community Coalition Coordinator.
 - c. Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist.
- (2) Coordinator shall be a Certified Prevention Professional (CPP).
 - a. Current certified Community Coalition Coordinator shall maintain CPP credential status, and
 - b. Non-certified Coordinators shall be a Certified Prevention Professional (CPP) within eighteen (18) months of new Community Coalition Coordinator start date.
 - c. If Coordinator does not meet the required qualifications the COUNTY AND/OR HCA reserve the right to require to develop a Community Coalition Coordinator training plan.
 - d. Contractor shall attend annual contractor training that will be scheduled for four (4) hours in duration. Date and location will be announced by DBHR at least 30 days prior to the training.
 - e. Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
 - i. Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes; local needs and gaps; leveraged resources; and, other locally identified factors that influence service delivery throughout the year.

- ii. Regular annual schedule and community dissemination plan shall be identified as part of the CPWI Action Plan and Budget Update and submitted to the Agreement Manager or designee for HCA review annually in accordance with the timeline in the CPWI Community coalition Guide.
 - 1. Coordinator shall submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to HCA and COUNTY by June 15 of each year within the timeline of the contract, according to the CPWI Community Coalition Guide, or within thirty (30) days upon request.
- f. Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor and/or CPWI coalition budget shall submit a budget revision for approval to HCA and COUNTY at least fifteen (15) days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
- g. Contractor shall enter approved programs, based on the priorities, goals and objectives described in the approved Strategic Plan, into Minerva within thirty (30) days of Action Plan approval or as directed by PSM.
- h. Ensure sixty percent (60%) of programs supported by HCA funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the list provided by DBHR. Ensure that all the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website:
www.TheAthenaForum.org/CSAPprinciples.
- i. Food costs are generally unallowable during program implementation except within the following parameters:
 - i. Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.
 - ii. Ensure that light refreshment costs do not exceed \$3.00 per person.
 - iii. Meals may be provided for participants using SABG and DMA funds only if:
 - 1. The training is four (4) hours or more in duration; or
 - 2. The program is a recurring, direct service in the family domain, lasting two (2) hours or more in duration and must be approved in the strategic plan.
 - iv. Meals are not allowable costs with either the PFS, STR, or SOR funds.
 - v. Contractor shall adhere to current state per-diem rates for meals accessible at www.ofm.wa.gov/policy/10.90.htm.
 - vi. Not more than a total of \$1,000 may be spent on food or light refreshments per CPWI Coalition per year.
- j. Dedicated Marijuana Account Funds (DMA) shall be used for program and strategy training and implementation.

- i. All programs planned and implemented with DMA shall be programs selected from the current DBHR provided youth marijuana use prevention and reduction program list.
www.theathenaforum.org/EBP.
 - 1. No less than eighty-five (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
 - 2. Up to fifteen percent (15%) of DMA funds may be expended on Promising Programs on the identified program list.
- k. Contractor shall collaborate and partner with community-based organizations that operate within or serve the CPWI community.

2. Prevention Training

- a. Contractor shall participate in all required training events identified by HCA and listed in the CPWI Community Coalition Guide.
- b. Non-Required Training in CPWI
 - i. In the absence of trainings identified in the approved strategic plan, all additional (non-required) training paid for by HCA and COUNTY prior to training and meet the approved goals and objectives in approved Strategic Plan.
 - ii. Contractor shall ensure any requests for training in addition to the approved training in the Strategic plan are requested in writing and sent directly to the COUNTY a minimum of ten (10) working days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
 - 1. Coalition building and community organization.
 - 2. Capacity building regarding prevention theory and practice.
 - 3. Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalitions approved strategic plan.
 - 4. Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by HCA and COUNTY upon request.
 - iii. Contractor shall ensure training paid for by COUNTY that requires travel follows the COUNTY travel policy (Exhibit B) and follows the state travel reimbursement guidelines and rates for out of state travel at www.ofm.wa.gov/policy/10.90.htm.
 - iv. Contractor shall bill for training events on provided billing sheet and record training events in the HCA Minerva system in accordance with the monthly reporting requirements described the Prevention Report Schedule/Due Dates section of this Agreement.

- 1. Contractor shall submit the following items for reimbursement of trainings:
 - a. Agenda of training

- b. Receipts for all expenses (refer to Travel Policy)

3. Media Materials

- a. HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about HCA funding. The funding source shall be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.
- b. Media Materials and Publications can be the following:
 - i. News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
 - ii. Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
 - iii. Earned Media: Published news stories (print, broadcast or online) resulting from the Contractor's Agreements with reporters;
 - iv. Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
 - v. Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites;
 - vi. Other Media Material and Publications: Other print and video materials that are created under this Contract.
- c. Media materials and publications developed with HCA funds, including messaging specifically directed to youth, shall be submitted to HCA and COUNTY for approval prior to publication. (HCA will respond within five (5) working days).
 - i. Exceptions: The Contractor does not need to submit the following items to HCA or COUNTY:
 - 1. Newsletters and fact sheets.
 - 2. News coverage resulting from interviews with reporters. This includes online news coverage.
 - 3. Newspaper editorials or letters to the editor.
 - 4. Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat, and other social media sites.
 - 5. When a statewide media message is developed by HCA, is localized and if the only change is the local coalition information and funding source acknowledgment from coalition or public health entities.
 - 6. When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local coalition information and funding source acknowledgement from coalition or public health entities.

4. Secure Prescription Take-Back and Lock Box Project

- a. Secure Prescription Take-Back and/or Lock Box project must align with the community needs assessment and will increase local capacity to address

prescription drug misuse and abuse by reducing social availability of prescriptions in the community.

- b. Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the Secure Prescription Take-Back and/or Lock Box Project as set forth below:
 - i. Enhance community capacity to practice safe disposal of medication by promoting permanent secure drop box in the location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations).
 - ii. Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
 - iii. Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at EPA approved locations may be permitted depending upon source of funds and must be approved by the COUNTY and HCA in advance.
 - iv. Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
 - v. Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).
 - vi. Utilize publications already available through HCA/DBHR and other websites. (i.e., SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.stopoverdose.org and www.takebackyourmeds.org).
 - vii. Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.
 - viii. Prior to purchasing home medication lock boxes or bags the Contractor will submit to HCA and COUNTY in writing a plan for the purchase and distribution of home medication storage device including the cost and source of the home storage devices, the number of devices to be purchased, a clear plan for distribution, and method for tracking the use of the devices. Contractor must also demonstrate how the distributed home medication devices will be altered (by engraving, indelible ink, or other means) to have no cash value.
 - ix. Create and submit Secure Medicine Take-Back and/or Lock Box project in Minerva reporting system within 30 days of approval of this project.
 - x. Track and report in Minerva:
 1. The number of new policies developed and adopted to support a sustained drop box.

2. The number of educational and/or informational materials developed.
3. The number of outreach materials developed and distributed including news publications.
4. The number of pharmacies involved in information dissemination efforts.
5. The number of health care providers involved in information dissemination efforts.
6. Pounds of medicine collected monthly once a secure medicine take-back box is in place.
7. The number of home medication storage device purchased and distributed including a pre/post survey for those that received the home storage devices to be approved by HCA/DBHR.
8. Coalition coordinator time spent on the project in the "direct" and "indirect" staff time related to the project.

5. Reporting Requirements

- a. Prevention Reporting Requirements: Contractor shall report on all requirements as identified in the HCA Minerva system. HCA and COUNTY reserves the right to add reporting requirements based on requirements of grants.
 - i. Contractor shall maintain all records and make them available to the COUNTY and HCA upon request.
 - ii. Contractor shall refer to the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide for 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>.
- b. Prevention Activity Data Reports: Contractor shall
 - i. Ensure that monthly prevention activities are reported in the HCA Minerva system in accordance with the requirements and timelines set forth.
 - ii. Ensure accurate and reported information is unduplicated.
 - iii. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
 - iv. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), the contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the HCA PSM and COUNTY via email five (5) working days before the report due date.
 - v. The maximum extension request permitted is ten (10) working days.
 - vi. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
 - vii. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry

extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA and COUNTY.

1. Extensions granted due to Minerva technical issues will be excluded from this count.
- viii. Ensure all required demographic information is provided for individual participant; population reach; aggregate; environmental and mentoring or 1-to1 services in Minerva.
- ix. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.
- x. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by HCA into Minerva	Within 30 days of Strategic Action Plan approval	Minerva
As Requested	GPRA Measures	As requested	Minerva
Monthly	Prevention activity data input for all active services including community coalition coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15 th of each month for activities from previous month	Minerva
Quarterly	CPWI Quarterly Reporting	October 15, January 15, April 15, July 15	Minerva
As Requested	As required by SAMHSA	As requested	Minerva or as required

c. Outcome Measures

- i. The Contractor shall report on all required evaluation tools (i.e., pre/post-tests) identified in Minerva that measure primary program objective.
 - 1. Pre/Post test are required for all recurring direct service programs.
 - 2. The Coalition Assessment Tool is required to be completed by coalition members.
 - 3. Specific surveys for information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.
 - ii. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
 - 1. Contractor may negotiate with the Agreement Manager or designee to reduce multiple administrations of surveys to individual participants.
 - 2. Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.
- d. Performance Work Statement/Evaluation
 - i. The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Activity Log with individual participant sessions.
 - 1. "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
 - 2. Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
 - 3. Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
 - ii. HCA shall use the following protocol for evaluation:
 - 1. Matched pre-test and post-test pairs will be used in the analysis.
 - 2. To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
 - 3. If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
 Example: there are ten (10) pre-tests and seven (7) post-tests.
 The denominator would be eight (8) and the maximum numerator would be seven (7).
 - iii. Different groups, as determined by Activity Logs, receiving the same program will be clustered by school district.
 - 1. In cases where multiple providers are serving the same school district, groups will be clustered by school district.
 - 2. The results of one (1) provider in a given school district will not impact another provider in the same district.
 - a. In cases where the survey instrument selected for a given program includes more than one scale, the scale that is

most closely aligned with the measurable objective linked to the program in Minerva will be used.

- b. Results for groups, as determined by Activity Logs, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
3. If fewer than half of the participants in a group, as determined by Activity Log, within a given school district, report positive change in the intended outcome:
 - a. The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the COUNTY and HCA PSM within forty-five (45) days of notice by HCA.
4. Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the HCA PSM.
5. If a second group, as determined by Activity Log, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - a. In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.
 - b. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Activity Logs, will be allowed to complete the expected number of sessions. No new groups, as determined by Activity Logs, will be started.
 - c. Following the conclusion of all groups, as determined by Activity Logs, completing the program, results will be reviewed for those groups.
 - d. If the results do not show positive change for each group, as determined by Activity Logs, the Contractor shall take the following action:
 - i. In cases where the program is being delivered by a single provider in the specified geography, the Contractor shall discontinue implementation of that program in the specified geography.
 - ii. In cases where the program is being delivered by multiple providers in the specified geography, the contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
6. A program that resulted in the need for a Performance Improvement Plan and Plan during this July 1, 2019 to June 30, 2021 will not carry that record forward into the July 1, 2021-June 30, 2023 contract period.

- 7. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.
- iv. The Counties shall conduct a prevention on-site visit at minimum, annually in order to monitor fiscal and programmatic compliance with performance criteria. The purpose of the on-site monitor is to document that the contractor is reasonably fulfilling the requirements of the Agreement. Written documentation of each on-site shall be forwarded by the Counties to HCA upon request.

6. Requirements

- a. Background Checks
 - i. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
 - ii. When providing services to youth, the Contractor shall ensure that requirements of WAS 388-06-0170 are met.
- b. Services and Activities to Ethnic Minorities and Diverse Populations
 - i. Contractor shall ensure all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.
 - ii. Contractor shall initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
 - iii. Contractor shall take the initiative to strengthen working relationships with other agencies serving these populations.
- c. Continuing Education

Ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 USC 300x-28(b) and 45 CFR 96.132(b).

- d. Single Source Funding
 - i. Contractor shall ensure Single Source Funding means that only one source of funds can be used at any given time.
 - ii. Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source.

Confidential Information Security Requirements

1. Definitions.

- a. "Hardened Password" means a string of characters containing at least three of the following characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- c. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms. Or locked storage containers (such as filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- d. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
- e. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington Governmental Network (SGN) is a Trusted System for communications within that Network.
- f. "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. Confidential Information Transmitting

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

a. Data at Rest:

- i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

b. Data Stored on Portable/Removable Media or Devices:

- i. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
- ii. HCA's data must not be stored by the Receiving Party of Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 - Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 - Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as physical token or biometrics;
 - Keeping devices in locked storage when not in use;
 - Using check-in/check-out procedures when devices are shared;
 - Maintain an inventory of devices; and
 - Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

c. Paper Documents

Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

- a. HCA Confidential Information received under this Agreement must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.
- b. The HCA Confidential Information must be kept in one of the following ways:
 - i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. In a database that will contain only HCA Data; or
 - iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field of fields within database records; or

- v. When stored as physical paper documents, physically segregated from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this attachment.

5. Confidential Information Shared with Subcontractors

If HCA Confidential Information provided under this Agreement is to be shared with a Subcontractor, the contract with the Subcontractor must include all the Confidential Information Security Requirements.

6. Confidential Information Disposition

- a. When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented with NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
 - i. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4: Confidential Information Segregation, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT is made between Benton County and the Contractor. This agreement does not expire or automatically terminate except as stated in Section 5.

Business Associate is or may be a "Business Associate" of Benton County as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Agreement is terminated, this Agreement nonetheless continues in effect.

1. Definitions

- a. "Access Attempts" means information systems are the frequent target of probes, scans, "pings", and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are "access attempts."
- b. "Day" means business days observed by Washington State government unless otherwise specified.
- c. "Catch-all Definitions" means the following terms used in the Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.
- d. "Clients or Individuals" means people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.
- e. "Contract or Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.
- f. "Effective Date" means the date of the signature with the latest date affixed to the Agreement.
- g. "HIPAA Rules; Security, Breach Notification, and Privacy Rules – "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with 164.302), the "Breach Notification Rule" is subpart D (beginning with 164.400), and the "Privacy Rule" is subpart E (beginning with 164.500).

- h. "Protected Health Information or PHI" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. Obligations and Activities of Business Associate

a. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the underlying contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

b. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate will store and transfer PHI in encrypted form.

c. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA and County within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associates system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA and County.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associates will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

- i. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
- ii. Resulted in material interference with Business Associate's information system used with respect to PHI Subject to this Agreement, or
- iii. Causes unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. Breach Notification

- a. "Breach is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.
- b. Business Associate will notify HCA and County of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at the time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA and County, however, as soon as possible. To the extent possible, these reports must include the following:
 - i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
 - ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
 - iii. A description of the types of PHI involved;
 - iv. The investigative and remedial actions the Business Associates or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
 - vi. Such other information as HCA and County may reasonably request.
- c. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA and County. In any event, Business Associate will notify HCA and County of its intent to give any notification under a state breach notification law no fewer than ten (10) business days before giving such notification.
- d. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
 - ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
 - iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

- e. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. Subcontractors

Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA and County, Business Associate will identify to HCA and County all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. Access

Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA rules.

6. Amending PHI

Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR 164.526, or take other measure requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and inform HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. Accounting

Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. Obligations

To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. Books, etc.

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. Mitigation

Business Associate will mitigate, to the extent practicable, any harmful effect of use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement.

11. Indemnification

To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the County, State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. Permitted Uses and Disclosures by Business Associate

a. Limited Use and Disclosure

Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Agreement.

b. General Limitation

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

c. Required by Law

Business Associate may use or disclose PHI as required by law.

d. De-identifying

Business Associate may de-identified PHI in accordance with 45 CFR 164.514(a)-(c).

e. Minimum Necessary

Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. Disclosure for Management and Administration of Business Associate

a. Subject to Section 3, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

b. The disclosures mentioned in Section 3 above are permitted only if either:

- i. The disclosures are required by law, or
- ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Aggregation

Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Agreement.

14. Activities of HCA

- a. Notice of Privacy Practices
HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.
- b. Changes in Permissions
HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Restrictions
HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. Term and Termination

a. Term

This Agreement is effective as the earliest of:

- i. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
- ii. The effective date of the Agreement, or if there is more than one Agreement then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

- i. Termination of the provision of Services under the Agreement or, if there is more than one Agreement, under the last of the Agreements under which services are terminated.
- ii. The termination of this Agreement as provided below, or
- iii. The written agreement of the parties.

b. Termination for Cause

HCA or County may terminate this Agreement, if HCA and/or County determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

c. Obligations of Business Associate Upon Termination

The obligations of the Business Associate under subsection 5 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

- i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of Section 5, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI) and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction;
- iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as

provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of Section 5, if the PHI is destroyed it shall be rendered unusable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide HCA with appropriate evidence of destruction);

- iv. Not use or disclose any PHI retained by Business Associate other than for the purposed for which the PHI was retained and subject to the same conditions that applied before termination;
- v. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

d. Successor

Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Agreement.

16. Miscellaneous

a. Amendment

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

b. Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

c. HCA Contact for Reporting and Notification Requirements

Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO BOX 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Business Associate Agreement

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Business Associate is or may be a "Business Associate" of Benton County as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Agreement is terminated, this Agreement nonetheless continues in effect.

1. Definitions

- a. "Access Attempts" means information systems are the frequent target of probes, scans, "pings", and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are "access attempts."
- b. "Day" means business days observed by Washington State government unless otherwise specified.
- c. "Catch-all Definitions" means the following terms used in the Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.
- d. "Clients or Individuals" means people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.
- e. "Contract or Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.
- f. "Effective Date" means the date of the signature with the latest date affixed to the Agreement.
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- h. "Protected Health Information or PHI" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. Obligations and Activities of Business Associate

a. Limits

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b. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate will store and transfer PHI in encrypted form.

c. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA and County within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associates system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA and County.

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- i. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
- ii. Resulted in material interference with Business Associate's information system used with respect to PHI Subject to this Agreement, or
- iii. Causes unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. Breach Notification

- a. "Breach is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.
- b. Business Associate will notify HCA and County of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at the time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA and County, however, as soon as possible. To the extent possible, these reports must include the following:
 - i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
 - ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
 - iii. A description of the types of PHI involved;
 - iv. The investigative and remedial actions the Business Associates or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
 - vi. Such other information as HCA and County may reasonably request.
- c. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA and County. In any event, Business Associate will notify HCA and County of its intent to give any notification under a state breach notification law no fewer than ten (10) business days before giving such notification.
- d. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
 - ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
 - iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

- e. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. Subcontractors

Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA and County, Business Associate will identify to HCA and County all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. Access

Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA rules.

6. Amending PHI

Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR 164.526, or take other measure requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and inform HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. Accounting

Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. Obligations

To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. Books, etc.

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. Mitigation

Business Associate will mitigate, to the extent practicable, any harmful effect of use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement.

11. Indemnification

To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the County, State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. Permitted Uses and Disclosures by Business Associate

a. Limited Use and Disclosure

Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Agreement.

b. General Limitation

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

c. Required by Law

Business Associate may use or disclose PHI as required by law.

d. De-identifying

Business Associate may de-identified PHI in accordance with 45 CFR 164.514(a)-(c).

e. Minimum Necessary

Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. Disclosure for Management and Administration of Business Associate

a. Subject to Section 3, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

b. The disclosures mentioned in Section 3 above are permitted only if either:

- i. The disclosures are required by law, or
- ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Aggregation

Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Agreement.

14. Activities of HCA

- a. Notice of Privacy Practices
HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.
- b. Changes in Permissions
HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Restrictions
HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. Term and Termination

a. Term

This Agreement is effective as the earliest of:

- i. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
- ii. The effective date of the Agreement, or if there is more than one Agreement then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

- i. Termination of the provision of Services under the Agreement or, if there is more than one Agreement, under the last of the Agreements under which services are terminated.
- ii. The termination of this Agreement as provided below, or
- iii. The written agreement of the parties.

b. Termination for Cause

HCA or County may terminate this Agreement, if HCA and/or County determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

c. Obligations of Business Associate Upon Termination

The obligations of the Business Associate under subsection 5 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

- i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of Section 5, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI) and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction;
- iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as

provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of Section 5, if the PHI is destroyed it shall be rendered unusable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide HCA with appropriate evidence of destruction);

- iv. Not use or disclose any PHI retained by Business Associate other than for the purposed for which the PHI was retained and subject to the same conditions that applied before termination;
- v. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

d. Successor

Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Agreement.

16. Miscellaneous

a. Amendment

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

b. Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

c. HCA Contact for Reporting and Notification Requirements

Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO BOX 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Federal Compliance, Certification and Assurances

1. Definitions

- a. "Sub-recipient" means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.
- b. "Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.
 - i. Federal Compliance – The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract.
 - 1. Source of Funds **SABG**: This agreement is being funded partially or in full. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CDFA) number 93.959. The sub-awardee is responsible for tracking and reporting the cumulative amount expended HCA Contract K3904 Amendment 3 between the County and HCA and sub-contractor with Contractor.
 - 2. 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, 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 the expiration of the Agreement.
 - 3. Source of Funds **PFS 2018**: Source of Funds **SABG**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.243. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
 - 4. Source of Availability of Funds PFS 2018: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, 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 ward must be liquidated no later than the expiration of the Agreement.
 - 5. Source of Funds **SOR**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA

Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.

6. Period of Availability of Funds SOR: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, 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 the expiration of the Agreement.
7. Source of Funds **SOR II**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
8. Period of Availability of Funds SOR II: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, 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 the expiration of the Agreement.
9. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 - a. Examples of items requiring HCA and County prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 - b. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the HCA.
10. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the HCA. If sub-contracts are approved by the HCA, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
11. Condition for Receipt of Health Care Authority Funds: funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure

other federal monies without prior written approval by the Health Care Authority.

12. **Unallowable Costs:** The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
13. **Supplanting Compliance:** The SABG Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(A)(10)).
14. **Citizenship/Alien Verification/Determination:** The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
15. **Federal Compliance:** The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
16. **Civil Rights and Non-Discrimination Obligations:** During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1972 (29 U.S. C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist Health Care Policy
Washington State Health Care Authority
PO BOX 42710
Olympia, WA 98504-2710

2. Circulars 'Compliance Matrix'

The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Health Care Authority, as the primary recipient of federal funds and then follow the funds to the County and then to the County Sub-Contractor. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

3. Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

4. Certification Regarding Debarment and Suspension

- a. The undersigned certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.
- c. The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transaction (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transaction in accordance with 45 CFR Part 76.

5. Certification Regarding Drug-Free Workplace Requirements

The undersigned certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

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

- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- b. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above.
- c. Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the contract the employee will –
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- d. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (c)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- e. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (c)(ii), with respect to any employee who is so convicted.
 - i. Taken appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1972, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (e).

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

Legal Services Manager
 WA State Health Care Authority
 PO BOX 42700
 Olympia, WA 98504-2700

6. Certification Regarding Lobbying

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

- a. The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, contracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- b. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making of entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

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

8. Certification Regarding Environmental Tobacco Smoke

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

drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- c. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- d. The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

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

9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions for Certification

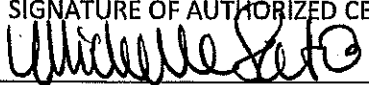
- a. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the assigned HCA Program Systems Manager for assistance in obtaining a copy of those regulations.

- f. The prospective contractor agrees by submitting this contract that, should the proposed covered transition be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- g. The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List (of excluded parties).
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under section 9 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

10. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

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

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: 	TITLE: Coalition Coordinator
PLEASE ALSO PRINT OR TYPE NAME: Michelle Santo	
ORGANIZATION NAME: Pasco Discovery Coalition	DATE: 10/12/21

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

1. SAMHSA Award Terms

- a. This grant is subject to the terms and conditions included directly or incorporated by reference on the Notice of Award (NoA).
- b. Grant funds cannot be used to supplant current funding of existing activities.
- c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- e. Per 45 Code of Federal Regulations (CFR) 74.36 and 45 CFR 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
- g. No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- h. No part of any appropriation contained in the Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grants, and 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 endorsement by the U.S. Government. "
- j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meals and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).

- k. **Marijuana Attestation.** The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 CFT 75.300(a); 21 United States Code 812(c)(10) and (8410). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
- l. **SABG Block Grant Attestation:** SABG Block grant funds will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

Michelle Santo
PSC-20/21-PREV-SANTO-00
Benton County
July 1, 2021-June 30, 2023

Exhibit B

Prevention Grants	SFY20	SFY21	SFY22	SFY23
SABG Prevention (7.1.19-6.30.21)	\$ 80,908.00	\$ 99,308.00		
SABG Prevention (7.1.19-6.30.21) Admin		\$ 1,600.00		
GF-State-Admin (for SABG Grant)	\$ 7,035.00	\$ 7,035.00		
Substance Abuse Block Grant (SABG) CFDA 93.959 Rollover	\$ 17,917.00			
DMA-Fund 315 State Direct Costs	\$ 20,292.00	\$ 20,292.00		
DMA-Fund-315-State Admin	\$ 1,765.00	\$ 1,765.00		
Total	\$ 127,917.00	\$ 130,000.00	\$ -	\$ -
SABG Prevention (7.1.21-6.30.23)			\$ 99,307.00	\$ 99,307.00
SABG Prevention (7.1.21-6.30.23) Admin			\$ 1,600.00	\$ 1,600.00
GF-State-Admin (for SABG Grant)			\$ 7,035.00	\$ 7,035.00
DMA-Fund 315 State Direct Costs			\$ 20,293.00	\$ 20,293.00
DMA-Fund-315-State Admin			\$ 1,765.00	\$ 1,765.00
Total	\$ -	\$ -	\$ 130,000.00	\$ 130,000.00

Federal CFDA:

*All timelines include any associated admin/indirect.

Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)

- Funding period(s): 7.1.21-6.30.23; Funds may be used in SFY 22 or 23 up to the total biennium award as indicated above.
- Final invoice due: 45 days after fund source end date on 8.14.2022 and 8.14.2023.

General Fund State (GF-S), Admin (for SABG Prevention)

- Funding period(s): 7.1.21-6.30.22 (SFY 22) and 7.1.22-6.30.23 (SFY 23); Funds must be used only in the SFY in which they are awarded as indicated above.
- Final invoice due: 45 days after fund source end date on 8.14.2022 and 8.14.2023.

Dedicated Marijuana Account (DMA) Fund 315 State

- Funding period(s): 7.1.21-6.30.22 (SFY22) and 7.1.22-6.30.23 (SFY 23); Funds must be used only in the SFY in which they are awarded as indicated above.
- Final invoice due: 45 days after fund source end date on 8.14.2022 and 8.14.2023.

Travel Policy

TRANSPORTATION:

Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:

“Exclusion Zone” shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the “exclusion zone” for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip (no more than 15%), along with the total amount expended. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at <http://ofm.wa.gov> or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties’ expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	\$5.50
Lunch:	\$7.00
Dinner	\$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:

In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at <http://ofm.wa.gov> or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021	
Subject:	Amend the Executed Agreement #1505-0266 with US Department of the Treasury for Emergency Rental Assistance	
Presenter:		
Prepared By:	Tammy McKeirnan	
Reviewed By:	Kyle Sullivan	
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ 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 Agreement is to prevent evictions by paying past due rent and past due utilities for households that are unable to pay, due to the COVID-19 pandemic. Due to The American Rescue Plan Act the Agreement is extended to September 30, 2022

Fiscal Impact

Total Agreement Amount: \$6,123,734.00

Fund: 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 \$6,123,734.00.

Recommendation

- Sign the Resolution to Amend the Agreement #1505-0266 with US Department of the Treasury for Emergency Rental Assistance

Suggested Motion

Approve on Consent Agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF APPROVING THE EXTENDED DATE OF AGREEMENT #1505-0266 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND US DEPARTMENT OF THE TREASURY FOR EMERGENCY RENTAL ASSISTANCE.

WHEREAS, Benton County Department of Human Services submitted an application to enter into this Agreement with the US Department of the Treasury for the Emergency Rental Assistance Program; and

WHEREAS, the purpose of this Agreement is intended to prevent evictions by paying past due rent and past due utilities for households that are unable to pay, due to the COVID-19 pandemic, per Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec.27, 2020); and

WHEREAS, the Board of Benton County Commissioners believes receiving funding under this agreement is in the best interest of the citizens of Benton County; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners approves to extend the Agreement #1505-0266, between US Department of the Treasury and Benton County Department of Human Services for a grant maximum consideration of \$6,123,734.00 from the Emergency Rental Assistance Program; and

BE IT FURTHER RESOLVED, that 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 US Department of the Treasury Emergency Rental Assistance Program; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on date of execution and ends on September 30, 2022.

Dated this.....day of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

Grant Agreement Number: 1505-0266

**US Department of Treasury for Emergency Rental Assistance
Program**

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

For Benton County:

Attest:

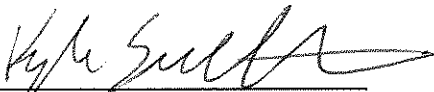
Chair

Date

Clerk of the Board

Approved as to content:

Approved as to form:


Dept. of Human Services


Benton Co Prosecutor's Office

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Benton County Human Services 7102 W Okanogan Pl Ste 201 Kennewick, WA 99336-0000	DUNS Number: 60-289-8884 Taxpayer Identification Number: 91-6001296
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name:

Title:

Date signed:

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).
6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.
12. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2022
Subject:	Community Development Block Grant
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ 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 re-contract with Benton County to provide the Community Development Block Grant (CDBG). Benton County will make available \$62,830.00 in CDBG funds to the grant subrecipient community action program, Benton-Franklin Community Action Connections. These funds will result in new and increased CDBG eligible public services. The services will benefit approximately 133 persons and target limited clientele based on HUD's low- and moderate-income criteria for Benton and Franklin Counties. The grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2021 and June 30, 2022.

Fiscal Impact

Amount: Total grant amount of \$66,330.00

Fund: 0108-101 Human Services Budget

Recommendation

Approve signing the resolution allowing Benton County Department of Human Services to accept the Department of Commerce's grant for CDBG funding.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING CONTRACT NUMBER: 21-62210-002
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), PUBLIC SERVICES
GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE,
LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY**

WHEREAS, Washington State Department of Commerce would like to re-contract with Benton County to provide the Community Development Block Grant (CDBG), Public Services Grant; and

WHEREAS, Benton County will make \$62,830.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and

WHEREAS, these funds will result in new and increased CDBG eligible public services; and

WHEREAS, the county will receive up to \$3,500.00 for eligible general administration costs; and

WHEREAS, the services will benefit approximately 133 persons and target limited clientele based on HUD's low- and moderate- income criteria for Benton and Franklin Counties; and

WHEREAS, the grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2021 and June 30, 2022; and

NOW, THEREFORE, BE IT 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 Development Block Grant (CDBG), Public Services Grant between Washington State Department of Commerce, Local Government Division, and Benton County for a contract amount of \$66,330.00; 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 Development Block Grant (CDBG), Public Services Grant; and

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



Interagency Grant Agreement with

Benton County

through

Community Development Block Grant (CDBG) Program
Public Services Grant

For

Public Services through Benton Franklin Community Action
Connection to low- and moderate-income persons in Benton and
Franklin counties.

Start date: July 01, 2021

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Attachment A, Scope of Work and Budget

Attachment B, Letter to Incur Costs

FACE SHEET

Contract Number: 21-62210-002

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG Public Services Grant

1. Grantee Benton County PO BOX 190 Kennewick, WA 99336		2. Grantee Doing Business As (optional) NA	
3. Grantee Representative Tammy McKeirnan, Finance Manager (509) 737-3914 tammy.mckeirnan@co.benton.wa.us		4. COMMERCE Representative Jeff Hinckle, Project Manager PO Box 42525/1011 Plum Street SE Olympia, WA 98504 (360) 605-2402 jeff.hinckle@commerce.wa.gov	
5. Grant Amount \$66,330	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date 7/1/2021	8. End Date 6/30/2022
9. Federal Funds \$66,330	Federal Agency: U.S. Department of Housing and Urban Development (HUD)	CFDA Number: 14.228	Indirect Rate (if applicable): N/A
10. Tax ID # 91-6001296	11. SWV # 000322.02	12. UBI # 035-000971	13. DUNS # 083738997
14. Grant Purpose Public Services through Benton Franklin Community Action Connection to low- and moderate-income persons in Benton and Franklin counties. A full description of the project is in Attachment "A" Scope of Work and Budget.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs, Grantee's application for funding and the Community Development Block Grant policies and procedures.			
FOR GRANTEE  Mr. Kyle Sullivan, Benton County Human Services Manager Benton County Date <u>10/14/21</u>		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date _____ APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- C. "Subgrantee" or "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" or "subcontractor" mean subcontractor(s) in any tier.
- D. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

3. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: August 26, 2021
Federal Award Identification Number (FAIN): B-21-DC-53-0001
Total amount of the federal award: \$13,251,998
Awarding official: John W. Peters, HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-21-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

4. GRANT 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 is identified on the Face Sheet of this Grant.

The Representative for the Grantee is identified on the Face Sheet of this Grant.

5. COMPENSATION AND EXPENSES

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment "A" - Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

6. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists, a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE Representative on a Washington State Invoice Voucher form not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

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 Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

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

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

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

Disallowed Costs

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

8. SUBCONTRACTOR DATA COLLECTION

Grantee 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.

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9. AUDIT

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

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 - i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**SPECIAL TERMS AND CONDITIONS
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11. 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.

12. ACQUISITION AND DISPOSITION OF ASSETS

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

13. ENVIRONMENTAL REVIEW

General Purpose, Housing Enhancement, and Economic Opportunity Grants

Funding in excess of the amount stipulated in Attachment "B" - Letter to Incur Costs, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Planning-Only Activities and Public Services Activities

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

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14. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

15. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including:

- Housing and Community Development Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.

16. PERFORMANCE REPORTING

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

17. PROGRAM INCOME

Program Income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

18. SUBCONTRACTS FOR ENGINEERING SERVICES

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

19. CLOSEOUT

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

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- B.** The Grantee has held a public hearing to review program performance.
- C.** The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D.** Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, 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 and Budget
- Attachment B – Letter to Incur Cost, if applicable
- Grantee's application for funding
- Community Development Block Grant policies and procedures, prepared by Commerce, located at www.commerce.wa.gov/CDBG

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, 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. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, 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. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- 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. "Subgrantee" or "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" or "subcontractor" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Grant 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 Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee 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 Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

**GENERAL TERMS AND CONDITIONS
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Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee 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 Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

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 Grant 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.

9. INDEMNIFICATION

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

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10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grantee.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grantee.

The Grantee 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 Grant, 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant 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 Grant.

15. SUBGRANTING/SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant 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 Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 Grant 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 Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee 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 Grantee 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.

**GENERAL TERMS AND CONDITIONS
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant 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 Grantee under the orders and subgrants/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 subgrants/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 Grant 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 Grant, which is in the possession of the Grantee 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 Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A — SCOPE OF WORK AND BUDGET

Ver 6.8.21

Grantee: Benton County
Contract No. 21-62210-002

Section A: Project Description / Deliverable

Benton County will make \$62,830 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton Franklin Community Action Connection. These funds will result in new and increased CDBG eligible public services. The county will receive up to \$3,500 for eligible general administration costs.

Total project costs are estimated at \$66,330.

The services will assist approximately 94 persons and be targeted to limited clientele with low and moderate incomes (LMI) based on HUD LMI criteria for the Benton and Franklin county service areas. This grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2021 and June 30, 2022.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities	Performance Milestones
		*Must complete each bulleted project activity to meet the corresponding milestone.	
21A General Admin.	\$3,500	- Execute grant contract with Commerce. - Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce. - Establish a subrecipient agreement that includes the project budget and the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce. - Establish administrative, financial, reporting, and record keeping systems. Payment requests: - Review community action program reimbursement requests against the project costs, project budget, and contract start date. - Document the county's CDBG general administration costs. - Once costs are approved, prepare and submit payment request Commerce. - Document receipt of grant funds and reimbursement of eligible costs.	Before first payment request Not more than monthly or less than quarterly. By Oct 31, Jan 31, April 30, July 31 Before final payment request Before requesting final 5% of CDBG award Before audit
		Submit CDBG Beneficiary Reports by the end of the month following each calendar quarter.	
		- Complete applicable civil rights requirements. - Conduct monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable. - Resolve all monitoring issues. - Grant activities are accomplished. - Conduct a final public hearing to review project performance. - Submit a grantee closeout performance report. - List the grantee's CDBG expenditures in the annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	

ATTACHMENT A — SCOPE OF WORK AND BUDGET Grantee: Benton County Contract No. 21-62210-002				
Section B: Project Activities, Milestones and Budget (continued)				
CDBG Budget Code	Budget Amount	Project Activities	*Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05 Public Services	\$62,830		▪ Deliver the direct services identified in the CDBG application through the local community action program. ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.	Approximately 94 LMI persons receive direct services by contract end date
TOTAL:		\$66,330		

Contract Number: 21-62210-02

**Washington State Department of Commerce
Local Government and Infrastructure Division
Community Development Block Grant (CDBG) Program
Public Services Grant**

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

For Benton County:

Attest:

Chair

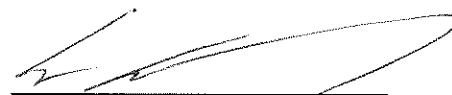
Date

Clerk of the Board

Approved as to content:

Approved as to form:


Dept. of Human Services


Benton Co Prosecutor's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2022
Subject:	Execute First Amendment to Consolidated Homeless Grant 22-46108-03 Amendment Number A between Washington State Department of Commerce and Benton County Department of Human Services
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan
PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ 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 amend the contract with Benton County Department of Human Services (BCDHS) for the Consolidated Homeless Grant (CHG) to add hotel leasing and Rapid re-housing for 12 households per month which also includes case management and outreach.

Fiscal Impact

Amendment Amount is \$1,462,916.00

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 **\$3,939,304.00**

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 THE FIRST AMENDMENT 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 amend the contract with Benton County Department of Human Services (BCDHS) for the Consolidated Homeless Grant (CHG) to add hotel leasing and rapid rehousing Resolution 2021-559; and

WHEREAS, the Consolidated Homeless Grant (CHG) hotel leasing and rapid rehousing will provide 12 households per month which will include case management and outreach to people who are experiencing homelessness; 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 Amendment Number A contract between Benton County and the Washington State Department of Commerce for the Consolidated Homeless Grant in the amount of \$1,462,916.00, for a grand total of \$3,939,304.00; 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) Amendment, 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

Amendment

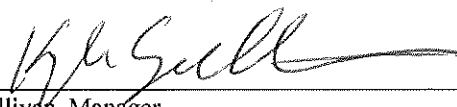
Contract Number: 22-46108-03

Amendment Number: A

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

1. Contractor Benton County Department of Human Services 7102 W Okanogan Pl., Ste. 201 Kennewick, WA 99336		2. Contractor Doing Business As (optional) 	
3. Contractor Representative Kyle Sullivan Manager (509) 737-3909 kyle.sullivan@co.benton.wa.us		4. COMMERCE Representative Jessica Simon Grant Manager (360) 972-4143 jessica.simon@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$2,476,388	6. Amendment Amount \$1,462,916	7. New Contract Amount \$3,939,304	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date October 1, 2021	10. Amendment End Date June 30, 2023
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: Adds Hotel Leasing and Rapid Re-Housing funds.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: 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. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR  Kyle Sullivan, Manager 10/14/21 _____ Date	FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 _____ Date
--	--

Amendment

This Contract is amended as follows:

Attachment A

Scope of Work is hereby revised to include additional activities:

- F. Hotel Leasing and Rapid Re-Housing funding will be used for:
 - a. Rapid Re-Housing for 12 households per month
 - b. Case management and outreach

Activities this funding is supporting will be operationalized by January 2022.

Attachment B

Amendment**Budget**

Budget Categories	Current Grant Amount (and any previous amendments)	Amendment A	New Total
CHG Standard			
Admin	\$184,600	\$0	\$184,600
Rent/Fac Support Lease	\$601,270	\$0	\$601,270
Other Rent/Fac Support Lease and Housing Costs	\$19,000	\$0	\$19,000
Operations	\$384,078	\$0	\$384,078
PSH CHF			
PSH CHF Rent/Fac Support Lease	\$36,600	\$0	\$36,600
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$2,000	\$0	\$2,000
PSH CHF Operations	\$10,800	\$0	\$10,800
HEN SFY 2022 (July 2021-June 2022)			
HEN Admin 2022	\$43,331	\$0	\$43,331
HEN Rent/Fac Support and Housing Costs 2022	\$411,064	\$0	\$411,064
HEN Operations 2022	\$164,625	\$0	\$164,625
HEN SFY 2023 (July 2022-June 2023)			
HEN Admin 2023	\$43,331	\$0	\$43,331
HEN Rent/Fac Support and Housing Costs 2023	\$411,064	\$0	\$411,064
HEN Operations 2023	\$164,625	\$0	\$164,625
Hotel Leasing and Rapid Re-Housing			
Admin for Hotel Leasing/RRH	\$0	\$219,437	\$219,437
Hotel Leasing/RRH/Operations	\$0	\$1,243,479	\$1,243,479
Total	\$2,476,388	\$1,462,916	\$3,939,304

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Contract Number: 22-46108-03

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

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

For Benton County:

Attest:

Chair

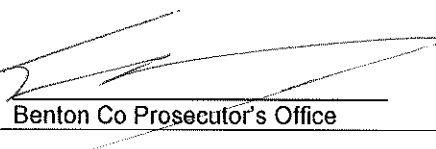
Date

Clerk of the Board

Approved as to content:

Approved as to form:


Dept. of Human Services


Benton Co Prosecutor's Office

Certificate Of Completion

Envelope Id: FEAB20CE82C147C98D157C1DABDE37C8
 Subject: Please DocuSign: Benton-Franklin CHG Amendment A - Hotel Leasing and RRH.pdf
 Division:
 Community Services and Housing
 Program: CHG
 ContractNumber: 22-46108-03
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Jessica Simon
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 jessica.simon@commerce.wa.gov
 IP Address: 147.55.149.203

Record Tracking

Status: Original
 10/6/2021 10:47:51 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Jessica Simon
 jessica.simon@commerce.wa.gov
 Pool: StateLocal
 Pool: Washington State Department of Commerce

Location: DocuSign
 Location: DocuSign

Signer Events

Kyle Sullivan
 kyle.sullivan@co.benton.wa.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/11/2021 8:35:55 AM
 ID: 2be0e5b4-5c2a-4ba3-9f0d-dc640223b85e

Diane Klontz
 diane.klontz@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

Timestamp

Sent: 10/7/2021 6:19:21 PM
 Viewed: 10/11/2021 8:35:55 AM

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 Kinard
 Kathy.Kinard@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

VIEWED

Sent: 10/6/2021 11:06:09 AM
 Viewed: 10/7/2021 7:01:00 AM

Using IP Address: 147.55.134.11

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Certified Delivery Events

Tedd Kelleher
tedd.kelleher@commerce.wa.gov
Senior Managing Director
Washington State Department of Commerce
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status



Using IP Address: 198.239.10.219

Timestamp

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Viewed: 10/7/2021 6:19:20 PM

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/6/2021 11:06:09 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/12/21 BC 10/26/21
Subject:	Personal Services Contract with Sandy Bonilla
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

Sandy Bonilla dba Essence Therapy, PLLC wishes to contract with Benton-Franklin Counties Juvenile Justice Center to provide counseling to educate and support families dealing with domestic violence. The Benton-Franklin Counties Juvenile Justice Center would like to contract with Sandy Bonilla.

The attached Personal Services Contract commences on the date of the last signature and expires on June 30, 2023. The Personal Services Contract is to include family counseling and facilitation.

Fiscal Impact

Not to exceed \$160,000.00 to be paid out of Current Expense Dept. 173 and Family Services Fund 0138101. No supplemental needed.

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 Sandy Bonilla and 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 SANDY BONILLA DBA ESSENCE THERAPY, PLLC A PERSONAL SERVICES CONTRACT FOR THE DELIVERY OF FAMILY COUNSELING

WHEREAS, per resolution 2021-223, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but 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 with Sandy Bonilla to provide family counseling and facilitation; **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 award the Personal Service Contract to Sandy Bonilla in an amount not to exceed \$160,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on the date of the last signature and expires on June 30, 2023.

DATED this _____ day of _____ 2021

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**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 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, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Sandy Bonilla DBA Essence Therapy, PLLC**, a corporation organized under the laws of the State of Washington with its principal offices at 3613 Kathren Lane, Pasco, WA 99301 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on **the date of the last signature** and shall expire on **June 30, 2023**. 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.

2. SERVICES PROVIDED

- a. The CONTRACTOR shall provide brief family counseling provided to educate and support families dealing with family violence.

Steps Involved:

1. CONTRACTOR contacts referred family within one business day of referral.
2. Counseling sessions will take place in either the families' homes, or in an office setting. The location of the session will be based upon the referred families' preferences.
3. The length of the counseling sessions will be between 60-90 minutes.
4. CONTRACTOR will work with each family between 5-7 sessions and the intervention will take place over a 4-6 week period dependent upon the needs of the family.
5. The model utilized by the CONTRACTOR will be solution/focused strength based family therapy models.

Skill building among family members will specifically address maladaptive patterns that lead to violence.

6. Prior to case completions a crisis plan will be submitted, re-evaluated and shared with the juvenile probation counselor. The juvenile probation counselor and the CONTRACTOR will work with every family to identify natural and community supports. Referrals will then be made to the appropriate resources.
- 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 requested by the COUNTIES.

3. 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:

Name: Sandy Bonilla
Address: 3613 Kathren Lane
Pasco, WA 99301
Phone: (509) 947-7480
Email: sandybonilla.essencetherapy@gmail.com

b. For COUNTIES:

Name: Darryl Banks, Administrator
Address: 5606 West Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: Darryl.Banks@co.benton.wa.us

4. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for Family Counseling at the rate of \$125.00 per session, not to exceed seven (7) sessions per family, unless otherwise authorized in writing by the Intervention Services Manager.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Hundred Sixty Thousand Dollars (\$160,000.00).
- 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.

5. 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. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. **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.

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following 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 must 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 the 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.

- 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 activities 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 7(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 an 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 Manager. 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 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 3.
3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3.
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-Franklin Counties Juvenile Justice Center to the following address: 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

8. 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 costs 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.

9. 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 the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. 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 in the absence of such, no action or inaction shall be construed to be such a waiver.

11. 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. The 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.

12. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

- 1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.
- 2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor 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.
- 3. In addition, the Contractor 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 West Canal Place, Suite 106, Kennewick WA 99336-1388.

14. 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.

15. 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.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, 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 therefrom 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.

17. 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.

18. 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.

19. 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 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 3 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 3 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.

25. 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 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

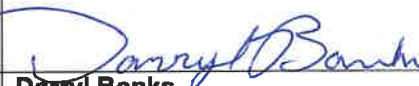
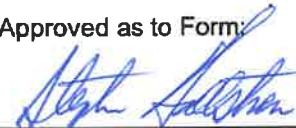
In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and 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 14 of this Contract.

27. 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 the date of the last signature.

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Sandy Bonilla Essence Therapy, PLLC	Benton Franklin Counties Juvenile Justice Center
 9-27-21 Sandy Bonilla Date	 9-29-21 Darryl Banks Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form:  09/28/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/12/21 BC 10/26/21
Subject:	Personal Services Contract with Stephenson Computer Consulting
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

Stephenson Computer Consulting is an expert in their industry and has provided development and maintenance for the Benton-Franklin Counties Juvenile Justice Center Juvenile Tracking System (JTS) since 2006. Stephenson's staff is extremely familiar with the many facets of the Juvenile Center's complex computer system and they are timely and quick in their ongoing service. This Personal Services Contract that is presented would continue uninterrupted service from January 1, 2022 through December 31, 2023.

Fiscal Impact

Amount not to exceed \$85,000.00 to be paid out of Juvenile Funds Dept. 171 budget. No Supplemental required.

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 Stephenson Computer Consulting and 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 THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE
JUSTICE CENTER AND STEPHENSON COMPUTER CONSULTING**

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center had a contract with Stephenson Computer Consulting from January 1, 2019 through December 31, 2021 via Benton County Resolution 2018 829 and Franklin County Resolution 2018 320; and

WHEREAS, the Juvenile Administrator recommends entering into a contract with Stephenson Computer Consulting for continued development and maintenance of the Juvenile Tracking System (JTS); **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 awards the personal services contract to Stephenson Computer Consulting in an amount not to exceed \$85,000.00; 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 on January 1, 2022 and expires on December 31, 2023.

DATED this ____ day of _____ 2021

DATED this ____ day of _____ 2021

**BENTON COUNTY BOARD OF
COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF
COMMISSIONERS**

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**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 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, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Stephenson Computer Consulting**, a corporation organized under the laws of the State of Idaho with its principal offices at 328 Idaho Street, PO Box 1713, Twin Falls, Idaho 83303-1713 (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 - CONTRACTOR Maintenance Support and Program Enhancement/Development Responsibilities; and
- b. Exhibit B - COUNTIES Responsibilities.

2. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2022** and shall expire on **December 31, 2023**. 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 Maintenance Support and Program Enhancement/Development for the COUNTIES as detailed in Exhibit A on no less often than a quarterly basis unless approved otherwise in writing by the COUNTIES' Contract Representative, which is attached hereto and incorporated herein by reference.
- b. **System Administrators:** The COUNTIES shall designate two (2) System Administrators and one (1) alternate as follows:

Primary: Carol Vance
(509) 736-2716
carol.vance@co.benton.wa.us

Secondary: Crystal Garcia
(509) 736-2721
crystal.garcia@co.benton.wa.us

Alternate: Eric Lipp
(509) 783-2151 ext. 2535
eric.lipp@co.benton.wa.us

- c. **Updates:** The CONTRACTOR shall provide new releases, upgrades or maintenance patches to the Software, along with appropriate documentation, on no less often than a quarterly basis unless approved otherwise in writing by the COUNTIES' Contract Representative. COUNTIES are responsible for obtaining any upgrades or purchases of third party hardware and/or software required to operate the Update. The CONTRACTOR is responsible to notify the COUNTIES of upgrades to third party hardware or software that will be required for any Updates and to provide notification to the COUNTIES within a minimum of six (6) months of the date that the Update is provided to the COUNTIES. Upgrades to hardware and third party software required by Updates must be agreed to by CONTRACTOR and COUNTIES. CONTRACTOR may charge the COUNTIES at its then-current rates to perform Maintenance Services required as a result of COUNTIES' failure to install an Update in accordance with a schedule agreed to by the CONTRACTOR and COUNTIES. The COUNTIES shall report any failure of performance of an Update within twelve (12) business days after the Update is, or is required to be, installed.
- d. 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.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. 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 requested by the COUNTIES.

- h. CONTRACTOR shall immediately contact the COUNTIES' Contract Representative in the event any of the following interferes with CONTRACTOR'S performance of services under this Contract:
1. The hardware and software used with the CONTRACTOR'S Software is not in good operating order or is not installed in a suitable operating environment;
 2. The data and/or the database structure used in conjunction with the CONTRACTOR software is manipulated using application software other than the CONTRACTOR software; and/or
 3. The failure of performance is solely caused by the actions of the COUNTIES, its employees or authorized representatives, or any third party with the exception of actions that may be reasonable construed as accidental or inadvertent in nature.
- i. COUNTIES shall be responsible for those items detailed in Exhibit B, which is attached hereto and incorporated herein by reference.

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:

Name: Jim Stephenson
Address: PO Box 1713
Twin Falls, ID 83303-1717
Phone: (208) 733-4747
Email: jstephen@scc-i.com

b. For COUNTIES:

Name: Darryl Banks, Administrator
Address: 5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: Darryl.Banks@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a rate of eighty dollars (\$80.00) for each hour rendered for JTS Program Enhancement, Maintenance and Development

services as requested by the Counties. Time spent will be rounded to the nearest fifteen (15) minutes and hourly rate prorated accordingly.

- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed eighty-five thousand dollars (\$85,000.00).
- c. Travel costs to and from COUNTIES' premises will be paid to CONTRACTOR based on actual costs incurred.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may, in accordance with Exhibit A, 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.
- f. 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.
- g. 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.
- h. 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. 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

The CONTRACTOR shall obtain and maintain continuously the following 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 must 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 the COUNTIES with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Idaho 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 Idaho 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 employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Idaho 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 activities 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. **Cyber Liability:** The CONTRACTOR shall maintain cyber liability insurance for not less than one million dollars (\$1,000,000) per occurrence and an annual aggregate of two million dollars (\$2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTIES and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTIES for such length of time as necessary to cover any and all claims.
- f. **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.

g. **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 an 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 Manager. 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 Workers' 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.
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-Franklin Counties Risk Manager to the following address: 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 costs 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 the 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 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. The 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. 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.

15. 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.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, 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 therefrom 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.

17. 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.

18. 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.

19. 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 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. 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 14 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 14 of this Contract.

27. 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 **January 1, 2022**.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

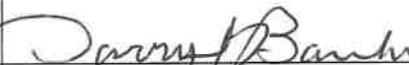
Stephenson Computer Consulting	Benton Franklin Counties Juvenile Justice Center
 09/28/2021	 9-29-21
James H. Stephenson CEO	Darryl Banks Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:	Approved as to Form:
 Date	 9/28/21 Civil Deputy Prosecuting Attorney Date
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

EXHIBIT A

CONTRACTOR Maintenance Support and Program Enhancement / Development Responsibilities

Maintenance Support	Program Enhancement / Development
<u>Definition:</u> Services that are needed to maintain the current (as of date of execution of Contract) program condition, operation, maintenance, functionality and scope, to include upgrading, troubleshooting, and operation.	<u>Definition:</u> Services provided, at the request of the COUNTIES that enhance, modify, change, expand, and/or increase program abilities and functionality.
➤ JTS Program maintenance support ➤ Program expertise and forethought of any issues, problems, and glitches that may arise as a result of Program enhancement requests and appropriate development of Program to avoid such issue ➤ Support of third-party software required to run JTS Program ➤ Notification of necessary Service Packs approved by CONTRACTOR ➤ Upgrade impact planning and assistance ➤ Proper scheduling of upgrades to third-party software programs	➤ Develop / make changes to current JTS Program to meet the changing and growing need of the COUNTIES ➤ Offer programming recommendations that would best accomplish COUNTIES' needs taking into consideration all current Program functionalities and the effects on each module

EXHIBIT B

COUNTIES' Responsibilities

- Hardware problem diagnosis and resolution
- Third-party software problem diagnosis and resolution
- Support of client and server operating systems
- Provide remote access to JTS (e.g., GoToMyPC) at reasonable times and dates as agreed to by COUNTIES and CONTRACTOR
- Become reasonably familiar with JTS Program
- Reasonably understand proper use of JTS Program functions and proper use of JTS Program in the conduct of the Benton and Franklin Counties Juvenile Justice Center management and administration
- Inquire directly with CONTRACTOR support for questions regarding use of JTS Program
- Routine backup of JTS data
- Validate any data input and output in the day to day use of JTS Program
- Maintain and manage software license compliance and hardware warranty agreements
- Provide third-party software required for operation of JTS
- Maintain a set of change and configuration logs defined by CONTRACTOR

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 117

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: Ginny Baddley

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.357	1905	Temporary Help	\$30,000	515.357	1925	Overtime	\$30,000
TOTAL			\$30,000	TOTAL			\$30,000

Explanation:

The line item transfer is necessary in order to re -appropriate funding for the Blake project from temporary help to overtime. Due to the Blake project being both time sensitive and very complex, we have decided to address the additional workload through overtime.

Prepared by: Ginny Baddley

Date: 10/13/21

Approved ☐ Denied ☐

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021		
Subject:	Ratifying Change Order No. 1 to Stripe Rite, Inc., contract for the 2021 Pavement Marking Project		
Presenter:	N/A		
Prepared By:	Blanca Parham		
Reviewed By:	Douglas D'Hondt		
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed:		
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Pass Motion ☐ Discussion Only (2 nd) ☒ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☐ Execute Contract		

Summary / Background Information

On October 5, 2021 the Board of County Commissioners approved Resolution 2021-726 and executed a contract with Stripe Rite, Inc., for the 2021 Pavement Marking Project in the amount of \$175,770.00.

For the safety and benefit of the public, additional county roads have been added to the project for pavement marking, as well as additional working days to complete the additional roads.

All these changes are combined into Change Order No. 1 with a total cost increase of \$70,480.00 for a total contract amount of \$246,250.00 and an increase of 10 working days.

The County Administrator has signed Changer Order No. 1 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the change order.

Fiscal Impact

Amount: \$70,480.00

Fund: Road Fund

Recommendation

Ratify Change Order No. 1. as signed by the County Administrator.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CONTRACT CHANGE ORDER NO. 1 WITH STRIPE RITE, INC., FOR THE 2021 PAVEMENT MARKING PROJECT

WHEREAS, on October 5, 2021 the Board of County Commissioners approved Resolution 2021-726 and executed a contract with Stripe Rite, Inc., for the 2021 Pavement Marking Project in the amount of \$175,770.00; and

WHEREAS, for the safety and benefit of the County, additional county roads are needed to be added to the contract; and

WHEREAS, the County Administrator has approved and signed Change Order No. 1; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners ratify change orders approved by the County Administrator; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 1, attached hereto, to the contract executed by Resolution 2021-726 with Stripe Rite, Inc., for the 2021 Pavement Marking Project; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$70,480.00 for a new contract amount not to exceed \$246,250.00 and 10 additional days will be added to the contract time of 35 days.

Dated this 26th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



BENTON COUNTY WASHINGTON

Change Order

Contract Number CE 2123	Contract Title 2021 Pavement Marking	Federal Aid Number N/A
Change Order Number 1	Change Description Adding roads for striping	Date 10-6-21
Prime Contractor/Design-Builder Stripe Rite, Inc.		

☒ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
☐ Change proposed by Contractor/Design-Builder

Quantity Correction for Additional Striping

Bid Item # 1 "Centerline Skip Yellow" plan quantity was 186 miles and new quantity is 320 miles

134 additional miles X \$95.00 per mile = \$12,730.00

Bid Item # 2 " Pavement Edgeline Solid White" plan quantity was 364 miles and new quantity is 463 miles.

99 additional miles X \$275.00 per mile = \$27,225.00

Bid Item # 3 "No Pass Solid Yellow" plan quantity was 210 miles and new quantity is 321 miles.

111 additional miles X \$275.00 per mile = \$30,525.00

Original Contract amount was \$175,770.00. New contract amount is \$246,250.00

10 working days have been added to account for the additional roads

Total working days was 35 and new quantity is 45 working days.

Verbal Approval Date 10-6-21	Working Days +/- +10
Original Contract Amount \$175,770.00	Current Contract Amount \$175,770.00
Est. Net Change This C.O. \$70,480.00	Est. Contract Amount \$246,250.00

☒ Approval Recommended Project Manager Date 10-10-21	☒ Approved County Administrator Date 10/8/2021
☒ Approval Recommended By Prime Contractor Date 10/7/21	☒ Approved County Engineer Date 10/07/21

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021
Subject:	Purchase and Installation of a Remanufactured Engine for a John Deere Motor Grader and Authorizing Payment to Papé Machinery
Presenter:	
Prepared By:	M. McGhan
Reviewed By:	R. Blain; Purchasing Dept.
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 ER&R has a John Deere motor grader #0544 that the engine has failed internally requiring replacement. The motor grader is only halfway through it's expected lifecycle and is prudent to repair.

The County-Wide Procurement, Leasing, and Contract Policy, Section 2.2.3 Purchases or Leases between \$10,000 and \$50,000 calls for 3 quotes unless the product is such that it is not reasonable to obtain three quotes. Due to propriety parts and programming, the repair needs to be done at a certified John Deere dealer. A quote was solicited from Papé Machinery in Pasco, WA, the only construction division John Deere certified dealer in our area. The other John Deere dealers in the area are agricultural divisions.

The quote from Papé Machinery, Inc. is as follows and is attached:

- Purchase and install 1 remanufactured engine: \$41,576.00 plus WSST

The Fleet Manager recommends having Papé Machinery purchase and install a remanufactured engine in motor grader #0544.

Fiscal Impact

Amount: \$41,576.00 plus WSST (not to exceed \$50,000)

Fund: ER&R Fund

Recommendation

The Fleet Manager recommends the Board approve the purchase and installation of a remanufactured engine in motor grader #0544 in an amount not to exceed \$50,000.00 including WSST from Papé Machinery, Inc., Pasco, WA.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PURCHASE AND INSTALLATION OF A REMANUFACTURED ENGINE IN A JOHN DEERE MOTOR GRADER (EQUIP. NO. 0544) IN THE ER&R FLEET AND AUTHORIZING PAYMENT TO PAPÉ MACHINERY AS THE ONLY CERTIFIED CONSTRUCTION DIVISION JOHN DEERE DEALER IN THE AREA

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 2.2.3 Purchases or Leases between \$10,000 and \$50,000 calls for three quotes unless the product is such that it is not reasonable to obtain three quotes; and

WHEREAS, a John Deere motor grader in the ER&R fleet needs to have the engine replaced; and

WHEREAS, the purchase of parts and installation of the transmission in the motor grader needs to be done by a certified John Deere dealer; and

WHEREAS, the only construction division John Deere dealer in our area is Papé Machinery in Pasco, Washington; and

WHEREAS, Papé Machinery has estimated the cost of the engine and installation at \$41,576.00 plus WSST; and

WHEREAS, the Fleet Manager recommends authorizing the local John Deere dealer, Papé Machinery, to repair the motor grader for an amount not to exceed \$50,000.00 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Manager's recommendation and authorizes the purchase and installation of a remanufactured engine in a John Deere motor grader (Equip. No. 0544) and authorizes payment to Papé Machinery in an amount not to exceed \$50,000.00 including WSST.

Dated this 26th day of October, 2021.

Chairman of the Board

Chairman ProTem

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest. _____
Clerk of the Board

Service Estimate

PAPE**MACHINERY**

Estimate Date

Estimate By :

MONTE E

Customer

BENTON COUNTY

Machine

772G

Serial Number

1DW772GXXKCE649112

Customers Machine #

Meter Reading

Work Requested

R AND R ENGINE REPLACE WITH REMAN ENGINE. ADDITIONAL PARTS
MAY BE NEEDED UPON REPAIR.

Estimate

Labor Rates

\$128.00 Hour Labor	40	\$5,120.00
\$165.00 Shop Over Time		\$0.00
\$154.00 Field Time		\$0.00
\$195.00 Field Over Time		\$0.00
\$170.00 Travel Hrs		\$0.00
\$230.00 Travel Over Time		\$0.00
\$135.00 Std Hauling		\$0.00

Parts

Parts Ticket #

\$36,000.00

Freight

\$200.00

Outside Work

Misc

5.00%

\$256.00

Total**\$41,576.00****This estimate does not include applicable taxes**

The above information is an estimate and is only to provide general cost guidance based upon information provided. Unanticipated time requirements, component pricing, complications, and other factors may result in a substantial variance between actual charges and this estimate.

Your Service Advisor will endeavor to keep you as informed as possible as to any such substantial variances

10/05/21
09:43:41
PAGE- 01

P A P E ' M A C H I N E R Y

** ESTIMATE **

ESTIMATE #- 283934
BRANCH- 08
DIVISN- 01

700157 BENTON COUNTY PUBLIC WOR
102808 WISER PARKWAY
KENNEWICK WA 99338
509-786-5611

MK/MODEL:
SERIAL #:
EQUIP #:

SPG: /

SEG- 1

Qty	Part Number/Description	Wt	O/H	Sell	Ext/Cst
1	SE502709 DIESEL ENGINE R	2430.000		39,892.08	39,892.08
	REMAN PART ABOVE INCLUDES A CORE DEPOSIT OF		\$4,750.00		
1-	CRSE502709 DIESEL ENGINE	2430.000		4,750.00	4,750.00-
1	T294300 HOSE	1.050		70.16	70.16
1	T294301 HOSE	2.340		127.33	127.33
1	AT175223 FILTER ELEM@	8.532	5	82.87	82.87
1	AT175224 FILTER ELEMENT	2.435	11	44.13	44.13
8	TY26661 BREAK-IN PL@	7.000	192	20.75	166.00
15	TY26575 COOL-GARD @	10.129	81	16.49	247.35
PARTS		LABOR	MISC		
35,879.92		.00	.00		35,879.92
			STATE/LOCAL TAX		2,870.40
			GRAND TOTAL-->		38,750.32

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021
Subject:	Professional Service Contract with Lou Sowers PC for Psychological Evaluations
Presenter:	N/A
Prepared By:	Lisa Small
Reviewed By:	Purchasing Dept.
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

Various departments within Benton County require psychological evaluations for different reasons such as pre-employment, officer involved shooting, critical events, or fitness for duty.

As per Resolution 2020-040, the Board of Commissioners approved the Professional Service Contract with Dr. Lou Sowers PhD, MBA for "as needed" psychological evaluations with a termination date of December 31, 2020.

The departments who have utilized the contract are pleased with Dr. Lou Sowers' services and recommend entering into another contract with a term commencing September 1, 2021 and terminating December 31, 2022.

Fiscal Impact

Expenditures shall be paid out of each individual department who utilizes the contract.

Recommendation

Approve the attached Resolution and Professional Service Contract between Benton County and Lou Sowers PC for "as needed" psychological evaluations for a contract amount not to exceed \$140,000.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND LOU SOWERS PC FOR “AS NEEDED” PSYCHOLOGICAL EVALUATIONS

WHEREAS, per Resolution 2021-233, Section 5.3.2 General Services “the 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, there are departments within Benton County that require psychological evaluations for different reasons such as pre-employment, officer involved shooting, critical events, or fitness for duty; and

WHEREAS, Dr. Lou Sowers PhD, MBA is a licensed Phycologist who provided a proposal for the above-mentioned services as further outlined in Exhibit A attached hereto; and

WHEREAS, the Sheriff’s Office and Corrections Department both reviewed the proposal and recommend entering into a Professional Service Contract with Dr. Lou Sowers PhD, doing business as Lou Sowers PC, for “as needed” psychological evaluations with a contract amount not to exceed \$140,000; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the Professional Services Contract to Lou Sowers PC for “as needed” psychological evaluations for a contract amount not to exceed \$140,000, including any applicable tax; and

BE IT FURTHER RESOLVED, the term of the attached service contract shall commence September 1, 2021 and shall expire on December 31, 2022; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Professional Service Contract between Benton County and Lou Sowers PC.

Dated this _____ day of _____, 2021

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member

**BENTON COUNTY
PROFESSIONAL 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 (hereinafter "COUNTY"), and **LOU SOWERS PC** a Washington Professional Service Corporation with his principal offices at 222 W Mission #218, Spokane, WA 99201 (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. Terms and Conditions (this document)
- b. Exhibit A - Fee Schedule for Psychological Services

2. DURATION OF CONTRACT

The term of this Contract shall commence September 1, 2021 and shall expire on December 31, 2022. 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 provide as needed psychological services as set forth in Exhibit A, 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 COUNTY.
- 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. This Contract shall be on an "as needed" basis. The COUNTY does not guarantee utilization of the Contract. Moreover, this Contract shall not be construed to require COUNTY, or any of its elected officials, departments or employees to exclusively utilize the services of CONTRACTOR for any of the types of work described or contained in paragraph "a" of this Section.

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: Dr. Lou Sowers
222 W Mission #218
Spokane, WA 99201
(509) 688-5704
drsowers@q.com
- b. For COUNTY: Lisa Small, Contract Coordinator
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336
Phone: (509) 783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid in accordance with Exhibit A - Fee Schedule for Psychological Services attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **\$140,000.**
- 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 5a, submit invoices to the COUNTY 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 COUNTY during the billing period. The COUNTY 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 COUNTY.
- 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 COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold 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 COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. 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.

- b. 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 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

The CONTRACTOR shall obtain and maintain continuously the following 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 must 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 the COUNTY with proof of all such insurance.

- b. **Commercial General Liability:** 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 COUNTY 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 COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities 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.

c. Other Insurance Provisions:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY 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 COUNTY 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 COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY 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 COUNTY 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.

d. **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 an 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 County Risk

Manager. 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 Workers' Compensation, shall specifically include the COUNTY 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 COUNTY. Any insurance or self-insurance maintained by the COUNTY 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 COUNTY's 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 COUNTY's Contract Representative referenced in Section 4.
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 County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only herself as CONTRACTOR, 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 COUNTY.
- 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 the 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 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 COUNTY. 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 COUNTY 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 COUNTY 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 COUNTY.
- d. The 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 COUNTY'S 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. INSPECTION OF BOOKS AND RECORDS

The COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. 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.

16. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, 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 COUNTY of any notice of such claim.

17. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, 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 Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

18. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees, if any, shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

19. 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 County, Washington.

20. SUCCESSORS AND ASSIGNS

The COUNTY, 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.

21. 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.

22. 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.

23. 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.

24. 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 16); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 25); Public Records Act (Section 26); and confidentiality (Section 18).

25. 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 Section 14 of this Contract may be of evidentiary value, the COUNTY 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 COUNTY 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 14 of this Contract.

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY 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 COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees 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 was intentionally left blank

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective September 1, 2021.

Dated: _____

Dated: 10/15/2021

BENTON COUNTY

LOU SOWERS PC

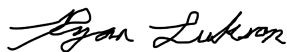


Shon Small, Chairman Pro-Tem
Benton County Commissioner

Signature

Approved as to Form:

Title:



Ryan J. Lukson, Civil DPA

Print Name

Lou Sowers, PhD, MBA

Licensed Psychologist Washington State #1865

Diplomate in Police Psychology #71

Society for Police and Criminal Psychology

222 West Mission, Suite 218

Spokane, WA 99201

(509) 688-5704

Benton County

7122 W. Okanogan Place, Bldg. B

Kennewick, WA 99336

RE: Dr. Sowers Fee Structure

Thank you for your interest in utilizing my services for corrections, police and public safety psychology.

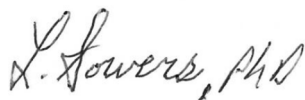
My fee structure is as follows:

Preemployment Psychological Evaluation is \$700.00 dollars. This includes review of the background investigation report, polygraph examination, psychological testing (3 hours at my office), clinical interview (1 hour at my office), verbal report to command staff and/or human resources, and a written report. Total time is about 5 hours.

Officer Involved Shooting Debrief or Critical Event Debrief is \$500.00 dollars. This includes at least one visit to my office but more if useful to the deputy and his/her spouse or significant other. I also follow up with phone calls over the year to check-in. If there is a need for more than three sessions or for me to attend a group debrief, and the department approves additional sessions or my attendance at a group debrief, I can provide this service at a cost of \$200.00 dollars per hour including travel. This happens rarely and I often try to connect deputies with a counselor through their EAP or insurance when necessary and appropriate.

Fitness-For-Duty Evaluations (FFDE). FFDEs are more complex psychological evaluations and can encompass what we sometimes call Work-Ability consultations when a deputy or other employee might be having a psychological problem and needs a consultation and/or a Return-To-Work Evaluation that may occur after a deputy or other employee has been away from work on medical leave, is doing better, and would like to return to work. The standard FFDE occurs when a psychological issue has arisen that requires administrative leave and a determination if a deputy, corrections officer or employee should return to work given position responsibilities. I attempt to use the most appropriate psychological evaluation given the circumstances and through consultation with command staff. I charge \$200.00 dollars per hour.

Sincerely,



Lou Sowers, PhD, MBA

Licensed Psychologist

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021
Subject:	First Amendment to the Professional Service Agreement between Benton County and Ideal Options for Opioid Treatment Networks
Presenter:	N/A
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Procurement Dept.; Ryan Lukson
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

Per Resolution 2021-010 dated January 12, 2021, the Board of Benton County Commissioners approved the Professional Services Agreement between Benton County and Ideal Option, PLLC to provide Medicated Assisted Treatment (MAT) services for the Benton County Jail, with a termination date of October 31, 2021.

Above mentioned agreement is funded from the Washington Health Care Authority (HCA) grant. HCA notified Benton County Corrections Department (BCCD) that the grant awards will be sent out sometime in the next couple weeks.

BCCD would like to continue the MAT program through Ideal Option without pause. Therefore, the attached First Amendment is necessary as both parties wish to amend Section 6. Term; Termination of the Agreement to extend the current Contract through December 31, 2021, to allow additional time to negotiate a new Agreement, while maintaining the rest of the Agreement in full force and effect.

Agreement with Ideal Option will be renegotiated based on the awarded grant from HCA.

Fiscal Impact

Services are funded through the HCA grant. Said grant revenue and agreement expenditures were included in the 2021-2022 budget. Due to low number ADP in the Jail, extending the Ideal Option contract an additional 2 months will not affect the budget.

Recommendation

Approve the attached Resolution and First Amendment to said Agreement and authorize the Chairman to sign the attached amendment.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN BENTON COUNTY AND IDEAL OPTION, PLLC FOR THE PURPOSE OF MEDICATED ASSISTED TREATMENT FOR OPIOID TREATMENT NETWORKS WITHIN THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2021-010 dated January 12, 2021, the Board of Benton County Commissioners, Benton County, Washington approved the Professional Services Agreement between Benton County and Ideal Option, PLLC whereby Ideal Option agreed to provide service and staff and do all things necessary to provided Medicated Assisted Treatment (MAT) services for the Benton County Jail, with a termination date of October 31, 2021; and

WHEREAS, the attached First Amendment is necessary as both parties wish to amend Section 6. Term; Termination of the Agreement to extend the current Agreement through December 31, 2021 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached First Amendment to the Professional Service Agreement between Benton County and Ideal Option, PLLC and hereby authorizes the Chairman to sign the attached First Amendment; and

BE IT FURTHER RESOLVED, the term of the Agreement shall commence on November 1, 2020 and shall expire on December 31, 2021.

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

**First Amendment to
Professional Service Agreement
Between
Benton County and Ideal Option PLLC**

This Professional Service Agreement Amendment, made and entered into this _____ day of _____, 2021 by and between **Benton County, Washington**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter “County”), and Ideal Option PLLC, a professional limited liability company with its principal offices at 8514 W. Gage Blvd., Suite G, Kennewick, WA 99336 (hereinafter “Ideal Option”). County and Ideal Option are sometimes referred to in the Agreement individually as “Party” or, collectively, as the “Parties”.

Recitals

Whereas, County and Ideal Option entered into a Professional Service Agreement dated January 12, 2021 (the “Agreement”) whereby Ideal Option has agreed to provide services and staff and do all things necessary to develop an OTN capable of proving MAT services, as set forth more fully in said Agreement.

Whereas, the First Amendment is necessary as both parties wish to amend Section 6. Term; Termination of the Agreement to extend the current Contract through December 31, 2021 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the below section which is amended as follows:

- a) **Section 6. Term; Termination** - is hereby deleted in its entirety and replaced with the following:

6. Term; Termination. The term of this Agreement shall commence on November 1, 2020 (the “Effective Date”), and shall expire on December 31, 2021, unless sooner terminated pursuant to the provisions set out below. This Agreement may be terminated in the following events:

- b) **Exhibit C** - is hereby deleted in its entirety and replaced with the attached Exhibit C.

This section intentionally left blank

IN WITNESS WHEREOF, the Parties to this Professional Service Agreement Amendment have executed this Amendment to take effect upon the signature of both parties.

BENTON COUNTY CORRECTIONS

IDEAL OPTION PLLC

Scott Souza, Chief of Corrections



Date: _____

Print Name/Title: Sanford Becker, CFO

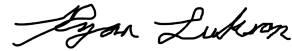
BENTON COUNTY

Date: October 20, 2021

Shon Small, Chairman Pro-Tem

Date: _____

Approved as to form:



Ryan J. Lukson
Civil Deputy Prosecuting Attorney

EXHIBIT C
COMPENSATION AND FUND ALLOCATION
NOVEMBER 1, 2020 – DECEMBER 31, 2021

				Annual		
Personnel	FTE%	Hourly	Monthly Salary	Salary Only	Benefits	Total
Prescriber	0.3	\$ 72.11	\$ 3,750	\$ 44,997	\$ 7,229	\$60,930
Nurse Care Manager (RN)	0.7	\$ 40	\$ 4,853	\$ 58,240	\$ 9,356	\$78,862
Care Navigators (CN)	1.5	\$ 25	\$ 6,500	\$ 78,000	\$ 12,531	\$105,619
Data Collection Coordinators	1.5	\$ 25	\$ 6,500	\$ 78,000	\$ 12,531	\$105,619
Intake Coordinator (MA)	1.0	\$ 25	\$ 4,333	\$ 52,000	\$ 8,354	\$70,413
Personnel Subtotal						\$421,443
Expense Reimbursement						
Travel to required training						\$3,000
Contingency Management*						\$17,550
Transportation Vouchers						\$3,600
GPRA Gift Cards						\$1,725
Total						\$ 447,318

*Contingency Management expenses may be reimbursed at a rate of no more than \$15 per person per instance and \$75 per person per year for individuals with co-occurring Opioid and Stimulant Use Disorders.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021		
Subject:	Ratifying Change Order No. 2 to Freeform's contract for furnishing the Administration Building		
Presenter:	Robert Blain		
Prepared By:	Shannon Christen		
Reviewed By:	Robert Blain		
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed:		
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only (1 st) ☐ Pass Motion ☐ Discussion Only (2 nd) ☒ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☒ Execute Contract		

Summary / Background Information

On June 15, 2021 the Board of County Commissioners approved Resolution 2021-464 and executed a contract with Contract Resource Group, Inc. dba Freeform for furnishing a portion of the furniture for the new Administration Building in the amount of \$319,939.33 including Washington State Sales Tax. The Board previously approved Change Order No. 1 increasing the contract time to October 8, 2021.

Two modifications are included in Change Order No. 2.

The first change consists of increasing the contract amount by \$45,000.00. The additional amount is needed to purchase furniture pieces to fulfill the operational needs of staff.

The second change consists of adding 51 days to the contract time. Due to manufacturing delays and items being backordered some items will be arriving after the original contract date. Also, with the additional furniture being purchased the contract date needs to be extended to November 30, 2021.

These changes are combined into Change Order No. 2 increasing the contract by \$45,000.00 making the contract a not to exceed amount of \$364,939.33 and will increase the contract time by 51 days.

The County Administrator has signed Change Order No. 2 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the change order.

Fiscal Impact

Amount: \$45,000.00
Fund: Capital Projects Fund

Recommendation

Ratify Change Order No. 2 to Contract Resource Group, Inc. dba Freeform contract for the Furnishings Package for the New Administration Building as signed by the County Administrator.

Suggested Motion

I move to ratify Change Order No. 2. to the contract with Contract Resource Group, Inc. dba Freeform for the Furnishing Package for the New Administration Building.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CONTRACT CHANGE ORDER NO. 2 WITH CONTRACT RESOURCE GROUP, INC. dba FREEFORM FOR FURNISHINGS PACKAGE FOR THE NEW ADMINISTRATION BUILDING

WHEREAS, on June 15, 2021 the Board of County Commissioners approved Resolution 2021-464 and executed a contract with Contract Resource Group, Inc. dba Freeform for the Furnishings Package for the New Administration Building in the amount of \$319,939.33; and

WHEREAS, additional items have arisen that require changes in the contract; and

WHEREAS, the contract needs to be increased by \$45,000.00 for purchase of additional furniture to fulfill the operational needs of staff and the contract time needs to be extended by 51 days to accommodate the delivery and installation of the remaining furniture items; and

WHEREAS, the County Administrator has approved and signed Change Order No. 2; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners ratify change orders approved by the County Administrator; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 2, attached hereto, to the contract executed by Resolution 2021-464 with Contract Resource Group, Inc. dba Freeform for the Furnishings Package for the New Administration Building; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$45,000.00 for a not to exceed amount of \$364,939.33 and 51 days will be added to the contract time to extend the contract to November 30, 2021.

Dated this 26th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



Amendment No. 2

Resolution Number 2021-464	Contract Title Furnishings Package – Administration Building	Federal Aid Number N/A
Amendment Number 2	Change Description Extending contract time and increasing contract amount	Date October 8, 2021
Vendor Contract Resource Group, Inc. dba Freeform		

☒ Ordered by Owner

☐ Change proposed by Contractor/Design-Builder

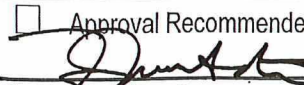
Extending Contract Time:

Due to manufacturing delays, items being backordered and not arriving on time the substantial completion date needs to be extended an additional 51 days to November 30, 2021 to allow Freeform time to complete installation of the furnishings.

Increasing Contract Amount:

It is desirous to purchase additional furniture pieces (file cabinets, storage units, desks, bookcases, etc.) to fulfill the needs of staff. The contract amount needs to be increased by \$45,000 making the contract a not to exceed amount of \$364,939.33.

Verbal Approval Date October 8, 2021		Working Days +/- +51 calendar days to November 30, 2021	
Original Contract Amount \$319,939.33	Current Contract Amount \$319,939.33	Est. Net Change This Amend. \$45,000.00	Est. Contract Amount \$364,939.33

☒ Approval Recommended		☒ Approved	
	October 8, 2021		October 8, 2021
Dir. of Operations & Capital Programs	Date	County Administrator	Date
☐ Approval Recommended		☐ Ratified	
	October 8, 2021		
By Vendor - Freeform	Date	Chairman, County Commissioners	Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021		
Subject:	Change Order No. 11 to the Banlin contract for the New Administration Building		
Presenter:	Robert Blain		
Prepared By:	S. Christen		
Reviewed By:	R. Blain		
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 ☐ Public Hearing ☒ Scheduled Business ☐ Other Business	☐ Discussion Only (1 st) ☐ Discussion Only (2 nd) ☐ Decision/Direction ☐ Sign Letter/Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract		

Summary / Background Information

On January 28, 2020 the Board of County Commissioners approved Resolution 2020-101 and executed a contract with Banlin Construction, LLC for the New Administration Building project in the amount of \$12,547,345.30 plus WSST. The Board previously approved Change Orders No. 1 through 10 for an additional \$1,826,272.83 plus WSST, bringing the total contract to \$14,373,618.13 plus WSST and increasing the contract time by 105 days for a total of 555 calendar days.

Additional unforeseen items have been identified to complete the project.

Three modifications are included in Change Order No. 11.

The first change modifies the electrical for the blinds in the Hearing Room to accommodate motorized units. The cost for this change is \$6,233.85 plus WSST.

The second change adds additional supports for the Plexi-glass barriers in the Contact Center. The cost for this change is \$2,155.22 plus WSST.

The third change consists of a deduction for Allowance 1, per Section 28 3173, for not supplying the Distributed Antenna System. The cost for this change is a deduction of \$100,000.00 plus WSST.

These changes constitute Change Order No. 11 with a total credit of \$91,610.33 plus WSST and will not increase the contract time.

Fiscal Impact

Amount: (\$91,610.93) plus WSST

Fund: Capital Projects Fund

Recommendation

Approve the Chairman to sign Change Order No. 11.

Suggested Motion

Approve the Chairman to sign Change Order No. 11 with Banlin Construction, LLC for the New Administration Building project decreasing the contract by \$91,610.93 plus WSST for a new contract amount not to exceed \$14,282,007.20 plus WSST.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 11 WITH BANLIN CONSTRUCTION, LLC FOR THE NEW ADMINISTRATION BUILDING PROJECT

WHEREAS, on January 28, 2020 the Board of County Commissioners approved Resolution 2020-101 and executed a contract with Banlin Construction, LLC for the New Administration Building project in the amount of \$12,547,345.30 plus WSST; and

WHEREAS, the Board approved Change Orders No. 1 through 10 for an additional \$1,826,272.83 plus WSST and increased the contract time by 105 days; and

WHEREAS, additional items have arisen that require changes in the work to complete the project; and

WHEREAS, the Director of Operations and Capital Programs has negotiated a fair and reasonable price for Change Order No. 11 in a total amount of (\$91,610.33) plus WSST with no increase in contract time; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners approval for change orders; and

WHEREAS, the Director of Operations and Capital Programs recommends that this change be approved;
NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 11 with Banlin Construction, LLC for the New Administration Building project and authorizes the Chairman of the Board to sign Change Order No. 11, attached hereto, to the contract executed by Resolution 2020-101; and

BE IT FURTHER RESOLVED, the contract time remains at 555 calendar days; and

BE IT FURTHER RESOLVED, the total contract amount will decrease \$91,610.33 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed \$14,282,007.20 plus WSST.

Dated this 26th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CHANGE ORDER NO. 11

Project:	Administration Building	Date:	9/21/2021
Owner:	Benton County Board of Commissioners 620 Market Street Prosser, WA 99350	Contractor:	Banlin Construction
		Architect/Engineer:	MMEC Architecture & Interiors

The Contract Documents are hereby amended as summarized below:

CP #39 Motorized Shades	\$6,233.85
CP #40 Additional supports for Plexi-glass barriers	\$2,155.22
Allowance 1, per Section 28 3173 – Distributed Antenna System	(\$100,000.00)
TOTAL	(\$91,610.93)

Contract Summary

Original Contract Sum/Time was:
Net Change by previously authorized Change Orders:
Revised Contract Sum/Time prior to this Change Order:
Contract Sum/Time to be modified by this Change Order:
New Contract Sum/Time will be:

Contract Sum	Contract Time
\$ 12,547,345.30	450 cal days
\$ 1,799,199.03	105 cal days
\$ 14,346,544.33	555 cal days
(\$ 91,610.93)	14 cal days
\$ 14,254,933.40	569 cal days

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND OWNER:

Recommended: (Architect)
MMEC Architecture & Interiors

By: *Heidi Pierce*

Print: Heidi Pierce

Date: 9/21/2021

Accepted: (Contractor)
Banlin Construction

By: *Riley O.*

Print: Riley Ollero

Date: 9/21/2021

Authorized: (Owner)
Benton County

By:

Print:

Date:

Change Proposal No. 39

Project:	Administration Building	Date:	6/9/2021
Owner:	Benton County 7122 W. Okanogan Place Kennewick, WA 99336	Contractor:	Banlin Construction
		Architect/Engineer:	MMEC Architecture & Interiors

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

Add power to motorized shades per response to RFI 155.

Attachments describing the work: _____ No X Yes

Reasons for Change:

Design Omission.

Change Proposal

We propose to perform all changes described in the proposal request for the following, which covers everything required in connection with the change. All other provisions of the contract remain. We understand that this proposal does not constitute authorization to proceed with specified changes in work until incorporation of this CP into a Change Order by the Benton County Board of County Commissioners.

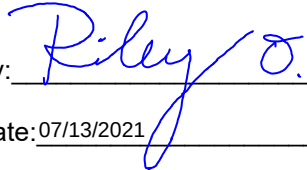
 X Increase _____ No Change _____ Decrease

In the Contract Amount of: _____ \$ \$6,233.85 (WSST not included)

 X Increase _____ No Change _____ Decrease

In the Contract Time of: _____ 14 Calendar Days

Contractor: **Banlin Construction**

By: 

Date: 07/13/2021

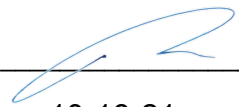
We have carefully examined the proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Architect: **MMEC Architecture & Interiors**

By: 

Date: 8/30/2021

Agency: **Benton County**

By: 

Date: 10-18-21



BANLIN Construction

CHANGE PROPOSAL (CP) NO: 039

TO: MMEC Architecture
1 North Monroe ST, Suite 200
Spokane, WA 99201

PROJECT NAME: Benon County Admin Bldg.

ATTN: Heidi Pierce

CONTRACT #:

PROJECT NO: 2020-01

DATE: 7/13/2021

VIA: Email

FROM: Riley Ollero

CP DESCRIPTION

Provide eletrical requirements for motorized blinds in room 303 (15 Total windows)

Change blinds in room 103, 104, 203 & 204 from motorized to manual blinds (16 Total Windows)

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	039
The total additional cost for this COP	\$11,601.85
The total credit for this COP	-\$5,368.00
COP Grand Total	\$6,233.85
This Change Proposal is good through:	
The schedule effect of this change is:	14 Calendar Day
Enclosures in support of this proposal includes:	
1) BANLIN Construction's Estimate for Change	
2)	

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes


SUBMITTED BY: Riley Ollero; Project Engineer

07/13/2021

DATE

APPROVED BY: Heidi Pierce, MMEC Architecture

DATE

APPROVED BY: Jerome Delvin, Benton County

DATE



BANLIN
CONSTRUCTION

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: **39**

DATE: **7/13/2021**

Project: Benton County Admin BLDG
Job No: 2020_01
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: **14 Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs (See page 4)	0	LS	\$ 249.50	\$ -				\$ -
	Project Manager	2	Hrs.	\$ 85.00	\$ 170.00				\$ 170.00
	Superintendent	6	Hrs.	\$ 85.00	\$ 510.00				\$ 510.00
	Project Engineer/QC	1	Hrs.	\$ 65.00	\$ 65.00				\$ 65.00
	Site Foreman	0	Hrs.	\$ 70.00	\$ -				\$ -
	Carpenter - Drywall Patching	6	Hrs.	\$ 67.78	\$ 406.68				\$ 406.68
	Material	1	ls	\$ -		\$ 100.00			\$ 100.00
	Subcontractors and Supplies								
	Sierra	1	LS	\$ -			\$ 9,218.63		\$ 9,218.63
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 1,151.68	\$ 100.00	\$ 9,218.63	\$ -	\$ 10,470.31

OVERHEAD: Banlin Self Perform Work	5%	\$	62.58
PROFIT: Banlin Self Perform Work	5%	\$	62.58
OVERHEAD: Subcontractors	2.5%	\$	230.47
PROFIT: Subcontractors	2.5%	\$	230.47
Safety	2.0%	\$	209.41
Sub Total:		\$	11,265.82
B&O TAX	0.471%	\$	53.06
INSURANCE	0.5%	\$	56.59
BOND	2.0%	\$	226.38
SUBTOTAL		\$	11,601.85
WSST - Included on Progress Payment Sheet			
TOTAL FOR CHANGE ORDER		\$	11,601.85



Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Blind Systems	1	LS		\$ -		\$ (5,368.00)		\$ (5,368.00)
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
TOTALS					\$ -	\$ -	\$ (5,368.00)	\$ -	\$ (5,368.00)



CHANGE ORDER PROPOSAL

From: Sierra Electric, Inc. **Change Request No:** 16 REV 2
To: Banlin Construction **Date of Proposal:** 7/5/2021
Job No. 20-022 **Job Name:** Benton County Justice Center Administration Building
Attention: Riley Ollero
Work To Be Done: Per RFI 155 Motorized Blinds

Labor Hours:	52.17	\$	75.00	Per Hour	\$	3,912.75
Supervision Hours:	5.2	\$	82.50	Per Hour	\$	429.00
Labor Burden:	64%	x Labor	\$	4,341.75	\$	2,759.18

Total Labor Dollars \$ 7,100.93

Travel Time & Subsistence:	Hrs. x Rate	\$	-
Small Tools:	x Labor	\$	7,100.93
Material & Supplies:		\$	810.10

Supplier Quotes

Tools & Equipment Rentals:	1 @ \$150/hr.	\$	150.00
Estimation, Manager Review & Admin. Costs:	2% of labor cost	\$	142.02
Additional Safety Cost:	Freight		
Additional Mileage, Trans. Costs:	2.5% of labor cost	\$	177.52
Sick and Safe Leave			

Warranty:

Consumables:

Other Misc:

Sales Tax On Material @ 0 \$ -

This change requires time extension of 0 days. Pricing void/subject to revision after 30 days. The costs represented in this change include only those costs which can be identified at this time. No impact or delay costs are included. Should it be determined that the project is impacted at a later date by multiple changes, delays, or other causes beyond our control, we will submit these costs at that time.

Total Estimated Direct Costs:	\$	8,380.57
Overhead / Profit @	\$	838.06
Subcontractor Quote(s)		\$0.00

Subtotal: \$ 9,218.63

Permits:

Bonds:

Total Change Order: \$ 9,218.63

Submitted by: Josh Murphy Date: 7/5/2021

Title: Project Manager

SIERRA ELECTRIC, INC.

4120 SWALLOW AVE. • P.O. BOX 2345 • PASCO, WA 99302 • PHONE (509) 542-8682 • FAX (509) 542-8684 • WA Lic. # SIERRA021CZ

Benton County Admin Building : RFI 155 Motorized Shades

Job Number: CO344-17

Bid Summary: Default

Extension By Phase, And Subtotals By Section

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 01 Raceway, Fittings & Boxes ---								
--- Section #1 ---								
1133	3/4" Aluminum Flex	125	117.25	C	146.56	1.80	C	2.25
1886	3/4" Die-Cast Straight Squeeze Flex Conn	30	103.02	C	30.91	0.10	E	3.00
2279	3/4" 1-Hole Strap	16	10.87	C	1.70	2.29	C	0.36
2571	4" Square Box (1/2 & 3/4 KO's)	15	103.33	C	15.50	0.18	E	2.70
2577	4-11/16" Square Box w/brkt Comb KO's	15	377.06	C	56.56	0.25	E	3.75
2682	1G Gangable Old Work (Cut-in) Switch Box	5	411.58	C	20.58	0.40	E	2.00
8275	3/8" 1-Hole Strap	119	12.70	C	15.08	2.29	C	2.72
--- Section #1 Total ---					286.89			16.78
--- 01 Raceway, Fittings & Boxes Total ---					286.89			16.78
--- 02 Wire & Cable ---								
--- Section #1 ---								
2926	12/2 Aluminum Clad MC Cable Stranded	325	898.66	M	292.06	11.00	M	3.58
1234705	3/8" MC BX Snap Tite Connector Round	40	56.04	C	22.42	0.06	E	2.40
--- Section #1 Total ---					314.48			5.98
--- 02 Wire & Cable Total ---					314.48			5.98
--- 05 Wiring Device & Covers ---								
--- Section #1 ---								
4459	20A Spec Grade SP Switch	5	213.92	C	10.70	0.15	E	0.75
4672	1G Plastic Switch Plate	5	25.79	C	1.29	0.08	E	0.40
4700	1G SS Decora/GFI Plate	5	146.33	C	7.32	0.11	E	0.55
4791	4" Square Flat Blank Cover w/KO	15	52.37	C	7.86	0.07	E	1.05
4793	4-11/16" Square Box Blank Cvr w/KO	15	169.85	C	25.48	0.08	E	1.20
--- Section #1 Total ---					52.65			3.95
--- 05 Wiring Device & Covers Total ---					52.65			3.95
--- 07 Misc ---								
--- Section #1 ---								
3107	1/8" Poly Pull Line	131	5.80	M	0.76	2.00	M	0.26
6839	Red Wirenuts	105	139.23	M	14.62	1.75	C	1.84
8917	Ground Screw	5	7.30	C	0.37	0.01	E	0.05
8918	6X1/4" Pan Head Tapping Screw	20	2.36	C	0.47	0.01	E	0.20
19869	Cat 6 Non-Plenum (CMR) 23 Gauge 4-Pair Cable	150	238.65	M	35.80	8.05	M	1.21
T0001	drill window frame	30	2.50	E	75.00	0.50	E	15.00
--- Section #1 Total ---					127.02			18.56
--- 07 Misc Total ---					127.02			18.56
--- 10 Voice/Data/Video ---								
--- Section #1 ---								
28661	Cat 6 Jack	30	96.87	C	29.06	0.23	E	6.90
--- Section #1 Total ---					29.06			6.90
--- 10 Voice/Data/Video Total ---					29.06			6.90
Job Total					810.10			52.17



P.O. Box 19296
Spokane WA 99219
Phone: 509-532-9580
Fax: 509-532-9579
Blindsystemst@gmail.com

Date: 6/29/2021

To: Banlin Construction

Project: Benton Co. Administration Building

Architect: MMEC

Description: Delete Motorized Shades in Rooms 103,104,203 & 204	\$8,778.00
Add XDN Manual Roller Shades	\$3,410.00
TOTAL DEUCTION	\$5,368.00

Blind Systems Inc. will field measure, furnish and install as specified.
Price firm for thirty days, terms are net thirty days.

Exclusions: Sales or use taxes.

Thank you for the opportunity to quote.

Sincerely,
Terry Gamble
Terry Gamble
Blind Systems Inc.

Request for Information

Project:

Benton County Administration

RFI No.: 155

Subject: Motorized Window Blinds

Submitted BY:

Contact Name Riley Ollero
Company Name Banlin Construction
Address 320 W. Columbia Dr., Kennewick, WA 99336
Phone O: 509.586.2000 C: 509.537.6090

Date Submitted: 5/20/2021

Respond by Date: 5/27/2021

Cost Estimate: Waiting for Clarification

Time Estimate: Pending Clarification

Potential change in Contract Cost ☒ Yes ☐ No

Potential change in Contract Time ☐ Yes ☐ No

Spec Section No.:

Drawing/ Detail Reference:

Information Requested:

The specifications indicate that the window blinds in the conference rooms 103,104, 203, 204 & 303 are to be motorized. There is no indication of power to supply the motorized blinds in the electrical drawings. Please advise how to proceed.

Referenced Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports
☐ Other:

Contractor: Banlin Construction

Date: 5/20/2021

Signed by: Riley Ollero

A/E's REVIEW AND RESPONSE

- ☐ Clarification Only ☐ Attachments
☐ Additional Information Required ☐ Other

A/E Responses

Connect shades to the following circuits:

Conference 103: NL1:30

Conference 104: NL1:34

Conference 203: NL2:9

Conference 204: NL2:11

Conference 303: new 20A circuit from NL3

Architect/ Engineer: Todd Brady

Signed by:

Date: 5/24/2021

Change Proposal No. 40

Project:	Administration Building	Date:	9/14/2021
Owner:	Benton County 7122 W. Okanogan Place Kennewick, WA 99336	Contractor:	Banlin Construction
		Architect/Engineer:	MMEC Architecture & Interiors

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

Provide additional supports at top and bottom of plexi-glass panel barriers in Contact Center.

Attachments describing the work: _____ No X Yes

Reasons for Change:

Unforeseen

Change Proposal

We propose to perform all changes described in the proposal request for the following, which covers everything required in connection with the change. All other provisions of the contract remain. We understand that this proposal does not constitute authorization to proceed with specified changes in work until incorporation of this CP into a Change Order by the Benton County Board of County Commissioners.

 X Increase _____ No Change _____ Decrease

In the Contract Amount of: _____ \$ \$2,155.22 (WSST not included)

_____ Increase X No Change _____ Decrease

In the Contract Time of: _____ 0 Calendar Days

Contractor: **Banlin Construction**

By: _____ 10/18/2021

Date: Riley O.

We have carefully examined the proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Architect: **MMEC Architecture & Interiors**

By: Hadi Pirel

Date: 9/21/2021

Agency: **Benton County**

By: [Signature]

Date: 10-18-2021



BANLIN Construction

CHANGE PROPOSAL (CP) NO: 040

TO: MMEC Architecture
1 North Monroe ST, Suite 200
Spokane, WA 99201

PROJECT NAME: Benon County Admin Bldg.

ATTN: Heidi Pierce

CONTRACT #:

PROJECT NO: 2020-01

DATE: 9/14/2021

VIA: Email

FROM: Riley Ollero

CP DESCRIPTION

Provide additional supports for the top and bottom portions of the sneeze guards.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.

040

The total additional cost for this COP

\$2,155.22

The total credit for this COP

\$0.00

COP Grand Total

\$2,155.22

This Change Proposal is good through:

The schedule effect of this change is:

0 Calendar Day

Enclosures in support of this proposal includes:

- 1) BANLIN Construction's Estimate for Change
- 2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

SUBMITTED BY: Riley Ollero; Project Engineer

DATE

Heidi Pierce

9/21/2021

APPROVED BY: Heidi Pierce, MMEC Architecture

DATE

APPROVED BY: Jerome Delvin, Benton County

DATE



BANLIN
CONSTRUCTION

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: **40**

DATE: **9/14/2021**

Project: Benton County Admin BLDG

Job No: 2020_01

Contractor: BANLIN CONSTRUCTION

Reference:

RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule
Effect:

0 Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs (See page 4)	0	LS	\$ 249.50	\$ -				\$ -
	Project Manager	1	Hrs.	\$ 85.00	\$ 85.00				\$ 85.00
	Superintendent	3	Hrs.	\$ 85.00	\$ 255.00				\$ 255.00
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Site Foreman	0	Hrs.	\$ 70.00	\$ -				\$ -
	Carpenter	0	Hrs.	\$ 67.78	\$ -				\$ -
	Labors	0	Hrs.	\$ 59.74	\$ -				\$ -
	Material	0	ls	\$ -		\$ -			\$ -
	Equipment	0	ls	\$ -				\$ -	\$ -
	Subcontractors and Supplies								
	Tri-City Glass	1	LS	\$ -			\$ 1,600.00		\$ 1,600.00
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 340.00	\$ -	\$ 1,600.00	\$ -	\$ 1,940.00

OVERHEAD: Banlin Self Perform Work

5% \$ 17.00

PROFIT: Banlin Self Perform Work

5% \$ 17.00

OVERHEAD: Subcontractors

2.5% \$ 40.00

PROFIT: Subcontractors

2.5% \$ 40.00

Safety

2.0% \$ 38.80

Sub Total:

\$ 2,092.80

B&O TAX

0.471% \$ 9.86

INSURANCE

0.5% \$ 10.51

BOND

2.0% \$ 42.05

SUBTOTAL

\$ 2,155.22

WSST - Included on Progress Payment Sheet

TOTAL FOR CHANGE ORDER

\$ 2,155.22

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 26, 2021
Subject:	Authorizing the Transfer and Allocation of the Energy Study Certification Tax Benefits earned on the New Administration Building from Benton County to MMEC Architecture & Interiors
Presenter:	R. Blain
Prepared By:	S. Christen
Reviewed By:	R. Blain
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 (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☒ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

The Energy Policy Act of 2005 added Section 179D to the United States Code Title 26, Internal Revenue Code which gives an immediate tax deduction for the cost of improvements to commercial property designed to save energy through envelope, HVAC and lighting system improvements. Internal Revenue Bulletin 2008-14 allows the tax deduction relating to energy efficient commercial building property installed on or in property owned by a Federal, State, or local government to be transferred and allocated to the person/entity primarily responsible for designing the property– MMEC Architecture & Interiors.

The Energy Tax Deduction Transfer and Allocation Notice requires the signature of an Authorized Representative of the Owner of the Public Entity.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends the Board authorize the Chairman to sign the attached Notice to transfer and allocate the Energy Study Certification tax benefits from Benton County to MMEC Architecture & Interiors.

Suggested Motion

I move to transfer and allocate the Energy Study Certification tax benefits for the energy efficient assets designed for the Benton County Administration Building, per the Energy Policy Act of 2005 and Internal Revenue Bulletin 2008-14, from Benton County to the primary designer, MMEC Architecture & Interiors, and authorize the Chairman to sign the Energy Tax Deduction Transfer and Allocation Notice.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF AUTHORIZING THE TRANSFER AND ALLOCATION OF THE ENERGY STUDY CERTIFICATION TAX BENEFITS EARNED ON THE NEW ADMINISTRATION BUILDING FROM BENTON COUNTY TO MMEC ARCHITECTURE & INTERIORS

WHEREAS, the Energy Policy Act of 2005 added Section 179D to the United States Code Title 26, Internal Revenue Code which gives an immediate tax deduction for the cost of improvements to commercial property designed to save energy through envelope, HVAC and lighting system improvements; and

WHEREAS, Internal Revenue Bulletin 2008-14 allows the tax deduction relating to energy efficient commercial building property installed on or in property owned by a Federal, State, or local government to be transferred and allocated to the person/entity primarily responsible for designing the property, in this case MMEC Architecture & Interiors; and

WHEREAS, the Energy Tax Deduction Transfer and Allocation Notice requires the signature of an Authorized Representative of the Owner of the Public Entity; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the transfer and allocation of the Energy Study Certification tax benefits for the energy efficient assets designed for the Benton County Administration Building, per the Energy Policy Act of 2005 and Internal Revenue Bulletin 2008-14, from Benton County to the primary designer, MMEC Architecture & Interiors; and

BE IT FURTHER RESOLVED, the Chairman is authorized to sign the attached Energy Tax Deduction Transfer and Allocation Notice.

Dated this 26th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board



October 15, 2021

MMEC Architecture & Interiors
1 North Monroe, Suite 200
Spokane, WA 99201

RE: §179D – ENERGY TAX DEDUCTION TRANSFER AND ALLOCATION NOTICE

This Notice is to transfer and allocate the Energy Study Certification tax benefits from the Public Building Entity to the Primary Designer for the energy efficient assets designed for the subject property: Benton County Administration Building. These benefits are transferred to the Primary Designer who is: MMEC Architecture & Interiors.

The Energy Policy Act of 2005 (EPAct2005), added §179D to the United States Code Title 26, Internal Revenue Code – and is administered through Internal Revenue Bulletin 2006-26 (Notice 2006-52), later clarified and amplified by Internal Revenue Bulletin 2008-14 (Notice 2008-40). Notice 2012-22 sets forth additional guidance relating to the deduction for energy efficient commercial buildings under §179D and is intended to be used with Notice 2006-52 and Notice 2008-40. §179D, the “Commercial Building Deduction” provides an immediate tax deduction for the cost of improvements to commercial property designed to save energy through envelope, HVAC and lighting system improvements.

§179D (d)(1) includes the provision for a partial allowance if a taxpayer replaces one of the systems identified under §179D(c)(1), subject to meeting the efficiency requirements for that system. Partially qualifying commercial building property is property that would be energy efficient commercial building property but for the failure to achieve the 50 percent (50%) reduction in energy and power costs required under §179D (c)(1)(D).

Internal Revenue Bulletin 2008-14 (Notice 2008-40) allows the tax deduction under §179D relating to energy efficient commercial building property installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, to be transferred and allocated to the person/entity primarily responsible for designing the property (the Primary Designer). If the allocation of a §179D deduction to the Primary Designer satisfies the requirement of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the Primary Designer for the taxable year that includes the date on which the property was/is placed in service.

IRS REQUIRED INFORMATION: Benton County Administration Building

1. The address of the government-owned building on or in which the property is installed:

7122 W. Okanogan Place, Bldg. E
Kennewick, WA 99336

2. The cost of the property (assets): \$14,373,618.13

3. The date the property (assets) was/were placed in service: 9/2021

4. The amount of the §179D deduction allocated to the Primary Designer: \$24,851.40

“Under penalty of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete”.

Signature: _____ **Date:** _____

Acknowledged by the Authorized Representative of the Owner of the Public Entity:

NAME: Commissioner of Benton County, Washington
TITLE: Chairman
ADDRESS: 620 Market Street
Prosser, WA 99350

Agreed and accepted this 26th day of October, 2021 Recipient of §179D Deduction:

CONTACT PERSON: Heidi Pierce
TITLE: Architect
ADDRESS: 1 North Monroe, Suite 200
Spokane, WA 99201
PHONE: 509-624-6800