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/agenda/commissioners

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, November 9, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **November 2, 2021**
- **November 2, 2021 Special**

Review Agenda

Consent Agenda

Auditor
a. Surplus and Disposition of Personal Property

Commissioners
b. Interlocal Agreement w/Franklin County for Participation in Benton County Veterans Therapeutic Court

Human Services
c. Agreement w/US Dept of the Treasury for Emergency Rental Assistance
d. Agreement w/WA State Dept of Commerce Community Services & Housing Assistance Unit for the Rent Assistance Program
e. First Amended Agreement w/Sharon Adolphsen for Parent Coalition Support
f. Grant Agreement w/Entrust Community Services for Employment Services
g. Contract w/The Arc of Tri-Cities for Staff Outreach to Spanish Speaking Families

h. Grant Agreement w/Arc of Tri-Cities for Employment Services
i. Grant Agreement w/Columbia Industries for Employment Services
j. Grant Agreement w/Responding To Autism Services for Employment Services
k. Grant Agreement w/Children's Developmental Center for Children Services
l. Agreement w/MRJN Associates for Employment Services

Purchasing

m. Amending Resolution 2020-655 to Increase the Total Not to Exceed for Purchase of Guardrails, Terminals, Cable & Components From Coral Sales Co.
n. Intergovernmental Cooperation Agreement w/Stevens County for Purchases of Goods & Services
o. Contract w/Nolan's Collision for Auto Body Repair on Fleet Motor Vehicles
p. Adoption of Equipment Rental & Revolving Fund Vehicle Replacement Rates for Sheriff's Office Vehicles
q. Purchase From Bob Barker for Inmate and Detention Supplies, Solutions and Services

Treasurer

r. Agreement w/Master's Touch for Property Tax Statements Printing and Mailing

Workforce Development

s. Contract w/Career Path Services for Adult Services
t. Contract w/Career Path Services for Youth Services
u. Contract w/Career Path Services for Dislocated Worker Services

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

Public Hearing

Adopting Legislation to Authorize a Sales and Use Tax Ordinance for Chemical Dependency, Mental Health Treatment Services or Therapeutic Courts ~ M Rasmussen

Scheduled Business

Change Order No. 6 w/V K Powell Construction for the Courthouse Upgrades Project ~ R Blain

2022 Benton County Legislative Agenda ~ S Palmus

State Governmental Affairs Consulting Agreement w/Gordon Thomas Honeywell ~ S Palmus

Federal Governmental Affairs Consulting Agreement w/Gordon Thomas Honeywell ~ S Palmus

Other Business

Executive Session

Pending Litigation ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, November 2, 2021, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Michelle Cooke, Assistant Planning Manager; Lexi Wingfield, HR Manager; Eric Hsu, OPD Manager; Kyle Sullivan, Human Services Manager; Sheriff Tom Croskrey; Commander Matt Clarke; Katie Gillies, Sheriff's Office; Finance Manager Linda Ivey; Facilities Manager Jeff Jones; Robert Blain, Operations & Capital Programs; DPA Ryan Brown; Clerk Josie Delvin; PA Reid Hay; Treasurer Ken Spencer; PA Andy Miller; Sgt. Carlos Trevino.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of October 26, 2021 were approved.

Agenda Review

The following item was added for discussion:

- Tribal Letter – authorizing Chairman to sign letter regarding recovery center

Consent Agenda

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

Human Services

a. Contract w/The ARC of Tri-Cities for Special Olympics Services
b. Contract w/Breanna Zavicar for Community Prevention Coordinator Services

c. 2nd Amended Contract w/BF Community Action Committee for COVID-19 Public Services
d. Agreement w/Compass Career Solutions, LLC for Employment Services
e. Agreement w/Goodwill Industries of the Columbia Inc for Employment Services

Juvenile

f. Amendment No. 4 w/NCIC Inmate Communications for Inmate Telecommunications Systems
g. Agreement w/State of WA Administrative Office of the Courts for Becca Bill Program
h. Contract w/Connections Consulting MA LLC for Interpreter Services

Protective Inspection Services

i. Line Item Transfer, Fund No. 0149-101, Dept. 000

Public Comment

None.

Preliminary Plat of Harvest Ridge – SUB 2021-001

Michelle Cooke presented the proposal to subdivide 172.36 acres into 42 residential lots and one 122.30 acre-tract, located in Badger South area. The land is zoned RL One-Acre. The Planning Commission voted 4-0 in favor, subject to seven findings of fact and 22 conditions of approval. The Planning Division also recommended approval.

MOTION: Commissioner McKay move to adopt the Planning Commission's Recommendation, Findings of Fact and Conditions as the Board's own and approve the preliminary plat of Harvest Ridge – SUB 2021-001 with the seven findings of fact and 22 conditions of approval as recommended by the Planning Commission. Commissioner Small seconded and upon vote, the motion carried.

Office of Public Defense Update

Eric Hsu updated the Board and briefly discussed the following:

- Challenges
  - Retention & Burnout – attrition rate is alarmingly high
  - Recruitment – unprecedented difficulties in recruitment
  - Unpredictability of Caseloads
  - Potential changes - increased compensation; recruiting on law school campuses; more staff; working with partnership with State Office of Public Defense for new ideas

Office of Public Defense - Reclassification of Office Support Position

Eric Hsu and Lexi Wingfield presented the reclassification of an Office Support position. Their current Office Support position left and in looking at internal equity and recruiting, they felt a reclassification to Courthouse Legal Secretary IV made sense in looking for a certain skill set. The reclassification would be budget neutral.

MOTION: Commissioner Small moved to approve the Line Item Transfer as presented to change the Office Support Position 1656 to a Legal Secretary IV. Commissioner McKay seconded and upon vote, the motion carried.

Human Services - Reclassification of Administrative Assistant

Kyle Sullivan and Lexi Wingfield presented the reclassification of an administrative assistant position. Mr. Sullivan said with the increase in COVID dollars and the increase in permanent funding, they had more contracts to administer and were dealing with a workflow issue. The budgeted Administrative Assistant was open and unfilled, and they wanted to change the position to an Office Assistant IV, which was also budget neutral.

MOTION: Commissioner Small moved to approve the Line Item Transfer to change the Administrative Assistant to an Office Assistant IV as presented. Commissioner McKay seconded and upon vote, the motion carried.

Facilities Department - Position Request

Jeff Jones and Lexi Wingfield presented a request for an additional maintenance worker to ensure proper maintenance coverage with the additional square footage of the new Administration Building. Ms. Wingfield said the money would come from the Planning Department, from a budgeted and unfilled position (Code Compliance Official). This position would remain unfilled for the remainder of the 2021-2022 budget as they had a greater need for the money in Facilities.

MOTION: Commissioner Small moved to approve the Line Item Transfer to fund a new Facilities Maintenance Worker as presented. Commissioner McKay seconded and upon vote, the motion carried.

Sheriff's Office Position Requests - Two Record Clerks

Sheriff Croskrey & Katie Gillies presented a request for two new records clerks. Sheriff Croskrey said the Guild was willing to give up one of its positions for these two new records clerks, as they also saw the need. Over the years, there was an increase of 20 deputies, but administration was not increased. This would also be a budget neutral move for the Sheriff's Office as the salary of one deputy would cover the two positions. It was funded in the Public Safety Tax fund and the deputy position would remain unfilled and unfunded.

MOTION: Commissioner Small moved to approve the Line Item Transfer to fund two new Records Clerk positions in the Sheriff's Office as presented. Commissioner McKay seconded and upon vote, the motion carried.

Sheriff's Office Agreement with WA Traffic Safety Commission - Traffic Safety Project

Commander Matt Clarke & Katie Gillies presented the Agreement with the WA Traffic Safety Commission for the Traffic Safety Project for grant funding to conduct overtime high-visibility

enforcement to reduce crashes in the amount of $50,420 (shared between Region 14 agencies). Benton County would receive approximately $6,500.00.

MOTION: Commissioner Small moved to approve the Interlocal Agreement between the Benton County Sheriff's Office and WA Traffic Safety Commission and authorize the Benton County Sheriff to sign said Agreement. Commissioner McKay seconded and upon vote, the motion carried.

Finance Presentation

Linda Ivey and Matt Rasmussen presented the Finance update through October 30, 2021.

- Current Expense - 37.5% completed
  - Revenue included American Rescue Plan Grant Dollars and it was affecting the revenue numbers
  - With that revenue stream extracted out and excluded – revenues were at 33% - timing and property tax also looked good
  - Expenditures – everyone was a little bit under – total expended at 35%

- Public Safety Tax Fund – 37.5% completed
  - Revenues – up about $960,000
  - Expenditures – underspending – ongoing operations and contracts – extra $1 million
  - Summary – extra beginning fund balance; revenues were up, and expenditures were down = extra $2 million; already approved spending $1.5 million that was not yet spent. Overall, they were ahead about $500,000.00
  - One-time capital expenditures: Radio tower with City of Richland project was going slow - $5,272,000 and was currently pending (only $149,233 spent)

Additional Requests

- PA's Office – Legal Secretary VI Position

Mr. Rasmussen said there was additional funding available in the Public Safety Sales Tax that was not anticipated. He said the Prosecuting Attorney's Office needed a Legal Secretary VI position to assist with the massive influx of complicated public records requests being received by their office. Andy Miller discussed the complicated requests and said they needed an additional staff person to help with the criminal side so they could move staff around to help with the public records requests.

MOTION: Commissioner Small moved to approve the Line Item Transfer within Public Safety Tax Fund 0148101, Dept. 115 to Dept. 117 in the amount of $87,190.00 to fund a Legal Secretary VI position as requested. Commissioner McKay seconded and upon vote, the motion carried.

- Justice Center Upgrade – Secured Entrance

The second use of funds would be to upgrade the secured entrance to the main Justice Center building to improve security for staff and the public. Currently, individuals were required to go through security screening unless they had a badge to show security. They wanted to configure the front entrance and have a locked employee/contractor entrance for badges that would eliminate badges that were not active so they would not be able to bypass the security system. The cost was estimated at $170,000.00. The Board agreed to move forward on that project.

Capital Purchases Presentation – Sheriff's Office

Commander Clarke and Sargent Trevino discussed the following capital purchases from Public Safety Tax Fund:

- Interview Room Recording System – JAVS i-Record
- Investigations Forensic Software – Cellebrite Cloud Analyzer
- Investigations Forensic Software – Berla iVE
- Investigations Forensic Software – GrayKey
- Portable Radar Speed Trailer Replacement
- Thermal Imagers for Fleeing Subjects & Rescue Operations
- Waterways Safety – Safe Boat Refurbish
- AFIS Mobile Fingerprint Scanner

Other Business

Recruitment Video

Commissioner Small suggested using PST funds for a recruitment video showing Benton County's technology, etc. Mr. Rasmussen said there was a process for using the PST funds and they would ask those questions.

Recovery Center

Mr. Rasmussen said with the $2.75 million allocated for the design, per the Governor's Executive Order, the County was required to go through an archaeological and cultural resources review. As part of that process, Benton County was required to send a letter to the tribes asking them to come talk to Benton County if they had questions. He requested the Board authorize the Chairman to sign those letters once they were prepared.

MOTION: Commissioner Small moved to approve the Chairman to sign the letters of consultation to the tribes as described. Commissioner McKay seconded and upon vote, the motion carried.

Mobile Crisis Response Teams

Mr. Rasmussen said the County needed to implement the Mobile Crisis Response Teams before the Recovery Center opened. He was putting together a meeting with Franklin County, had spoken to providers, and they had a pretty good idea what they wanted to put together. He asked the Board members if anyone wanted to attend the meeting with Franklin County and Commissioner Small agreed to attend.

Property Tax Update

Treasurer Ken Spencer announced they had collected 97% of the property tax to date, which was better than the previous year. He discussed a new law 1410 regarding changes to the penalty and interest phase and they were currently waiting for guidance from the State on how to implement that law.

The Board briefly recessed, reconvening at 10:33 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 10:33 a.m. for up to 15 minutes with DPA Reid Hay and DPA Ryan Brown to discuss pending litigation. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie.

The Board came out at 10:49 a.m. No decisions were made in executive session.

MOTION: Commissioner McKay moved to continue to defend the action brought with the Growth Management Hearings Board, by the Breezie Lane Neighbors, without settlement. Commissioner Small seconded and upon vote, the motion carried.

Tort Claims

CC 2021-30: Received on November 1, 2021 from Jonathan Michael Rodriguez

Resolutions

2021-777: Contract w/The ARC of Tri-Cities for Special Olympics Services
2021-778: Contract w/Breanna Zavicar for Community Prevention Coordinator Services
2021-779: 2nd Amended Contract w/BF Community Action Committee for COVID-19 Public Services
2021-780: Agreement w/Compass Career Solutions, LLC for Employment Services
2021-781: Agreement w/Goodwill Industries of the Columbia Inc for Employment Services
2021-782: Amendment No. 4 w/NCIC Inmate Communications for Inmate Telecommunications Systems
2021-783: Agreement w/State of WA Administrative Office of the Courts for Becca Bill Program
2021-784: Contract w/Connections Consulting MA LLC for Interpreter Services

2021-785: Line Item Transfer, Fund No. 0149-101, Dept. 000

2021-786: Approving Findings of Fact and Conditions of Approval Regarding the Preliminary Plat of Harvest Ridge - SUB 2021-001

2021-787: Transfer of Funds Within Public Safety Tax Fund 0148101, Dept. 136 - $54,011 - Office of Public Defense

2021-788: Transfer of Funds Within Human Services Fund 0108101, Dept 560 - $93,129

2021-789: Transfer of Funds Within Current Expense Fund 0000101, Dept. 116 To Dept. 110 - $88,636.00

2021-790: Transfer of Funds Within Public Safety Tax Fund 0148101, Dept. 121 - $100,221.00

2021-791: Authorizing the Benton County Sheriff to Sign the Interagency Agreement Between Benton County Sheriff's Office and Washington Traffic Safety Commission Providing Grant Funding for Overtime Related to Law Enforcement Traffic Safety Emphasis Patrols

2021-792: Transfer of Funds Within Public Safety Tax Fund 0148101, Dept. 115 to Dept. 117 - $87,190.00

There being no further business before the Board, the meeting adjourned at approximately 10:50 a.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Tuesday, November 2, 2021, 1:30 p.m.
Benton County Justice Center, Kennewick, WA
Meeting provided in person, by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; District Court Judge James Bell; HR Manager Lexi Wingfield.

Interviews and Possible Appointment of Benton County District Court Judge

Chairman Delvin said the Board had a series of questions to ask the applicants and asked each of the applicants to step out of the room until it was time for their interview, as a professional courtesy.

The Board interviewed the applicants in the following order: Shelley Ajax and Jennifer Azure.

After review and consideration, Chairman Delvin said the Board would leave the room to go into executive session to evaluate the candidates.

Executive Session - Evaluate Qualifications of Candidates for Appointment to Elective Office

Chairman Delvin announced at 1:55 p.m. the Board would go into executive session for up to 25 minutes to evaluate the qualifications of candidates for appointment to elective office. The Board left the room to meet in a separate office with the following individuals present: Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, Lexi Wingfield.

The Board came out of executive session at 2:16 p.m. No decisions were made in executive session.

MOTION: Commissioner McKay moved to appoint Jennifer Azure to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge, Position 5. Commissioner Small seconded and upon vote, the motion carried unanimously.

DRAFT

Resolution

2021-793: Appointing Jennifer Azure to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge Position 5

There being no further business before the Board, the meeting adjourned at approximately 2:18 pm.

_____ _____

Clerk of the Board Chairman

DRAFT

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/9/2021
Subject:	Declaration of Surplus Property
Presenter:	
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe

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

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

Amount: **None**

Fund: **N/A**

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

Suggested Motion

Approve as part of the consent agenda.

D. Beck
L. Roe

D. Beck

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, or recycled.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe

D. Beck

SURPLUS

ER&R

- Batter Tender
  - Condition unknown
  - Tag # N/A

JUVENILE

- Motorola Radio
  - Poor condition
  - Tag #12980

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Memorandum of Understanding between Franklin and Benton Counties for the acceptance and payment of a Franklin County Defendant to Participant in Benton County Veterans Therapeutic Court
Presenter:	N/A
Prepared By:	E. Andrews
Reviewed By:	M. Rasmussen

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 SOW

Summary / Background Information

Benton County has a District Court Veterans therapeutic court in which veteran defendants receive treatment and active probation as an alternative route through the criminal justice system. Franklin County currently does not operate a Veterans Court program and wants to send a veteran defendant to participate in the Benton County Program. Benton County has agreed to accept the Franklin County defendant for a fee of $10,000 which covers the 18-month program. If the defendant is revoked or terminated from the program, Benton County will return a prorated fee equal to the number of remaining months.

Fiscal Impact

Amount: $10,000 to be paid to Benton County.

Recommendation

Staff recommends the Board of County Commissioners approve and sign the Agreement for Prosecution of Franklin County Case in Benton County Veterans Court.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT BETWEEN FRANKLIN AND BENTON COUNTIES FOR A FRANKLIN COUNTY DEFENDANT TO PARTICIPANT IN BENTON COUNTY VETERANS THERAPEUTIC COURT

WHEREAS, Chapter 39.34, RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has determined to create and operate a veterans court for the purpose of providing an alternative route through the criminal justice system for veterans charged with crimes who are mentally ill or who have co-occurring mental health and substance abuse disorders by entering them into the specialized Veterans Court program; and

WHEREAS, Franklin County does not currently have a Veterans Court Program but currently has a veteran Defendant identified as J.G.; and

WHEREAS, both the Defendant and the community would benefit from the services offered by the Benton County Veterans Court; and

WHEREAS, judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney's Office to handle the prosecution of "Defendant" in Benton County veteran's court; and

WHEREAS, Franklin County shall pay Benton County the amount of $10,000 (ten thousand dollars); **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners approves the Interelocal Agreement with Franklin County for the Prosecution of a Franklin County Defendant in Benton County Veterans Court..

Dated this 9th day of November , 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Org: E Andrews
cc BC Administration; District Court

FRANKLIN COUNTY RESOLUTION 2021-243

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

APPROVING INTERLOCAL AGREEMENT FOR PROSECUTION OF FRANKLIN COUNTY CASE IN BENTON COUNTY VETERANS COURT

WHEREAS, Chapter 39.34, RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has a Veterans Court for the purpose of providing an alternative route through the criminal justice system for veterans charged with crimes who are mentally ill or who have co-occurring mental health and substance abuse disorders by entering them into the specialized Veterans Court program; and

WHEREAS, Franklin County does not currently have a Veterans Court Program but currently has a veteran Defendant identified as J.G.; and

WHEREAS, Both the Defendant and the community would benefit from the services offered by the Benton County Veterans Court; and

WHEREAS, judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney's Office to handle the prosecution of "Defendant" in Benton County veteran's court; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Interlocal Agreement, with Benton County for the prosecution of a Franklin County criminal case in Benton County Veterans Court.

APPROVED this 26th day of October 2021.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Brad Peck
Approved Telephonically

Member

ATTEST:

Clerk to the Board

Originals: *Commissioners Office*
Copy: PAs Office

INTERLOCAL AGREEMENT
FOR
PROSECUTION OF FRANKLIN COUNTY CASE
IN BENTON COUNTY VETERANS COURT

This 2021 Interlocal Agreement ("Agreement") for prosecution of a Franklin County case in Benton County Veterans Court is entered into by and between the County of **FRANKLIN** and the County of **BENTON** pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, Chapter 39.34, RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has determined to create and operate a veterans court for the purpose of providing an alternative route through the criminal justice system for veterans charged with crimes who are mentally ill or who have co-occurring mental health and substance abuse disorders by entering them into the specialized Veterans Court program; and

WHEREAS, Franklin County does not currently have a Veterans Court Program but currently has a veteran Defendant identified as J.G.; and

WHEREAS, Both the Defendant and the community would benefit from the services offered by the Benton County Veterans Court; and

WHEREAS judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney's Office to handle the prosecution of "Defendant" in Benton County veteran's court; and

WHEREAS, Franklin County shall pay Benton County the amount of $10,000 (ten thousand dollars).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon approval in accordance with RCW 39.34, the parties do hereby agree as follows:

I. TERMS OF AGREEMENT

1. Duration: This agreement is for the entry of a single Franklin County Defendant in Benton County Veterans Treatment court, the duration of which shall not exceed 18 months from J.G's entry into the program.

2. Termination: This agreement is terminated only upon graduation or revocation of Defendant from the program.

3. Payment: Franklin County shall pay Benton County the amount of $10,000 (ten thousand dollars) for 18 months of service upon acceptance and entry of J.G. into the Veterans Court Program. If Defendant is revoked from the program prior to completion, Franklin County shall be reimbursed a pro-rated amount equal to the remaining number of months.

II. NOTICES

1. Written notice shall be directed to the parties as follows:

Benton County Prosecutor's Office
Andy Miller, Prosecuting Attorney
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336-2359
509-735-3591
prosecuting@co.benton.wa.us

Franklin County Prosecutor's Office
Shawn Sant, Prosecuting Attorney
1016 N 4th Ave, Pasco, WA 99301
(509) 545-3543
ssant@co.franklin.wa.us

Benton County Commissioners Office
Matt Rasmussen, Assistant County Administrator
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336-2359
509-735-3591
matt.rasmussen@co.benton.wa.us

Franklin County Commissioners Office
Keith Johnson 1016 N 4th Ave, Pasco, WA 99301 (509) 545-3535
kjohnson@co.franklin.wa.us

III. COSTS: Franklin County will pay Benton County the amount of $10,000 (ten thousand dollars) for prosecuting and defending the Franklin County Defendant J.G. case in Benton County Veterans Court.

Dated this _____ day of _____, 2021.

[Signature Pages to Follow]

Board of County Commissioners
Of Franklin County

CLINT DIDIER, Chairman

ROCKY MULLEN, Commissioner

Brad Peck
Approved Telephonically

BRAD PECK, Commissioner

Constituting the Board of County Commissioners
of Franklin County, Washington

Attest:

KARIN MILHAM, Clerk of the Board

Approved as to Form:

Jennifer Johnson, for
SHAWN P. SANT, Prosecuting Attorney

Of Benton County

JEROME DELVIN, Chairman

SHON SMALL, Commissioner

WILL MCKAY, Commissioner

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

Attest:

CAMI MCKENZIE, Clerk of the Board

Approved as to Form:

ERIC ANDREWS, Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Execute Agreement #1505-0270 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 *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

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.

Fiscal Impact

Total Agreement Amount: $4,875,836.40

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101

Recommendation

- Sign the Resolution Executing the Agreement #1505-0270 with US Department of the Treasury for Emergency Rental Assistance
- Approve the proposed Agreement #1505-0270

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 DIGITAL SUBMITTAL OF AGREEMENT #1505-0270 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, unbeknown to the Department the application also included the agreement for funding, which was subsequently approved by the US Department of Treasury and funds were transferred to Benton County; 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 believe receiving funding under this agreement is in the best interest of the citizens of Benton County; **NOW, THEREFORE,**

BE IT RESOLVED, that the Human Services Manager be, and hereby is, approved to submit the application and digitally execute the contract on behalf of Benton County, for Agreement #1505-0270, between US Department of the Treasury and Benton County Department of Human Services for a grant maximum consideration of $4,875,836.40 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 October 1, 2021 and ends on September 30, 2025.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

CC: Commissioners Office, Benton County DHS TMcKeirnan

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OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Eligible grantee name and address:	DUNS Number: 602898884
Benton County Human Services 7102 W Okanogan Pl Ste 201 Kennewick, Washington, 99336	Taxpayer Identification Number: 916001296 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

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

DocuSigned by:
Kyle Sullivan
3FAFCF562DC34A9...

Authorized Representative Signature (above)
[*To be signed by chief executive officer if recipient is a local government.*]

Authorized Representative Name: Kyle Sullivan
Authorized Representative Title: Manager
Date Signed: 5/5/2021

U.S. Department of the Treasury:

Name of Authorized Representative: Jacob Leibenluft
Title: Counselor to the Secretary
Date: 5/7/2021

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.
PRIVACY ACT STATEMENT
AUTHORITY:Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.
PURPOSE:Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.
ROUTINE USES:The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).
DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

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OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
AWARD TERMS AND CONDITIONS

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 subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").

2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).

3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

5. Administrative costs.

a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.

b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

6. Reporting.Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

7. Maintenance of and Access to Records.

a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.

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 the period of performance.

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

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. 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 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, religion, 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 disability under any program or activity receiving or benefitting from federal financial 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. Title II of 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.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. 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."

13. 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 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.

14. 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.

15. 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.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 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.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), 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.

Grant Number: Agreement 1505-0270

US Department of the Treasury for the 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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Washington State Department of Commerce Treasury Rent Assistance Program 2.0
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

The Treasury Rent Assistance Program 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.

Fiscal Impact

Amount: $12,213,576.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101

Recommendation

- Sign the Resolution Executing the Agreement 21-4618C-102 rental assistance through the Commerce Treasury Rent Assistance Program.
- Approve the Contract 21-4618C-102

Suggested Motion

Approve on the consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF APPROVING DIGITAL SUBMITTAL OF AGREEMENT #21-4618C-102 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY SERVICES AND HOUSING ASSISTANCE UNIT TREASURY RENT ASSISTANCE PROGRAM 2.0

WHEREAS, the purpose of this Agreement is intended to prevent evictions by paying past due and future rent and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably; 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; **NOW, THEREFORE**

BE IT RESOLVED, that the Human Services Manager be, and hereby is, approved to submit the application and digitally execute the contract on behalf of Benton County, for Agreement #21-4618C-102, between Washington State Department of Commerce Community Services and Housing Assistance Unit Treasury Rent Assistance Program 2.0 and Benton County Department of Human Services for a grant amount of $12,213,576 from the Treasury Rent Assistance Program 2.0 (T-RAP 2.0) Grant; and

BE IT FURTHER RESOLVED, that Chairman of Board of Benton County Commissioners, be and hereby is authorized to sign on behalf of Benton County, for Agreement #21-4618C-102, between Washington State Department of Commerce Community Services and Housing Assistance Unit Treasury Rent Assistance Program 2.0 and Benton County Department of Human Services; 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 Washington State Department of Commerce Treasury Rent Assistance Program 2.0 (T-RAP 2.0); and

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

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

CC:Commissioners Office, Benton County DHS TMcKeirnan

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Washington State Department of Commerce

Interagency Agreement with

Benton County Department of Human Services

through

Community Services and Housing Division
Housing Assistance Unit

For

Treasury Rent Assistance Program (T-RAP) 2.0

Start date: October 1, 2021

DocuSign Envelope ID: F0690428-CB1F-448E-8055-F75040C27729

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Attachment A, Scope of Work
Attachment B, Budget
Attachment C, Treasury Rent Assistance Program Contract Terms
Attachment D, Department of Commerce Treasury Rent Assistance Program Guidelines

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FACE SHEET

Contract Number: 21-4618C-102

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Treasury Rent Assistance Program 2.0

1. Contractor	**2. Contractor Doing Business As (optional)**
Benton County Department of Human Services 7102 E Okanogan Pl Ste 201 Kennewick, Washington 99336	
3. Contractor Representative	**4. COMMERCE Representative**
Mari Clark 509-737-3902 Mari.clark@co.benton.wa.us	Mary Baldwin Grant Coordinator mary.baldwin@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$12,213,576	**Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	October 1, 2021	June 30, 2023

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
$12,213,576	US Dept. of the Treasury	21.023	

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
91-6001296	SWV0000322-02	350000971	602-898-884

14. Contract Purpose

The Treasury Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C", Treasury Rent Assistance Program Contract Terms, Attachment "D", Department of Commerce Treasury Rent Assistance 2.0 Program Guidelines

FOR CONTRACTOR	**FOR COMMERCE**
Kyle Sullivan, Manager	Diane Klontz, Assistant Director Community Services and Housing Division
Date	Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. **APPROVAL ON FILE.**

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SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: March 11, 2021
Federal Award Identification Number (FAIN): ERAE0486
Total amount of the federal award: $403,683,291.70
Awarding official: US Department of the Treasury

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor 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 a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Treasury Rent Assistance Program 2.0, Washington State Department of Commerce."

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Treasury Emergency Rent Assistance 2.

3. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 apply to this award by Commerce.

4. CONTRACT MANAGEMENT

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

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

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

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

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 21-4618C-102.

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

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

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

7. SUBCONTRACTOR DATA COLLECTION

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

8. AUDIT

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the 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.

9. DEBARMENT

A. Grantee, defined as the primary participant and it 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:

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.

10. 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.

11. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

a. See §200.323.

b. See §200.216.

c. See §200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

12. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

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Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Attachment C--Treasury Rent Assistance Program Contract Terms
- Special Terms and Conditions
- General Terms and Conditions
- Attachment D--Department of Commerce Treasury Rent Assistance 2.0 Program Guidelines
- Attachment A – Scope of Work
- Attachment B – Budget

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

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

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

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

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

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

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

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

21. WAIVER

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

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Scope of Work

The Treasury Rent Assistance Program (T-RAP) 2.0 Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

Eligibility and Prioritization
The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- ✓ The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) using the Median Family Income Documentation System **or** Income at or below 80% of Area Median Income (AMI).[1]
- ✓ Experiencing a financial hardship during, or directly or indirectly due to the COVID-19 outbreak.
- ✓ At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- ✓ Income at or below 50% Area Median Income (AMI).
- ✓ Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Performance Measurement
Grantees must ensure equitable access to T-RAP 2.0.

Equitable access means that the race and ethnicity of people entering T-RAP 2.0 are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP 2.0 by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all T-RAP 2.0 grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:
- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

[1] U.S. Department of the Treasury specific guidance

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Local Variance
Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with their Commerce T-RAP 2.0 Grant Coordinator before implementation.

By and For Subgrants
Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Partner with Dispute Resolution Centers and Civil Legal Aid Organizations
Grantees must coordinate with their local Dispute Resolution Centers (DRC) and local Civil Legal Aid Organizations if they exist within their service area. DRCs and Civil Legal Aid Organizations can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

Payments
If Grantee requires funds to facilitate payments to eligible recipients on behalf of eligible households and Grantee has committed internal resources needed to make payments directly, Commerce will pay funds to Grantee up to a quarterly amount upon receipt of evidence satisfactory to Commerce.

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Attachment B

Budget

Commerce will monitor spending regularly to help ensure grantees are on track to obligate at least 50 percent of their award by March 31, 2022. Beginning on March 31, 2022, the Department of Treasury will determine which grantees have obligated at least 50 percent of their award and reallocate the unobligated funds. The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.

In February, Commerce will examine spending and plan reallocations to meet the federal spending deadline. Grantees that do not meet the invoice deadlines will be subject to grant budget reductions and funds will be reallocated.

October 1, 2021 – June 30, 2023

Budget Category	
Administration	$ 1,771,531
Housing Stability Services	$ 236,204
Rent and Utility Assistance	$ 9,802,473
By & For Sub grant(s)	$ 403,368
Total	$ 12,213,576

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Certificate Of Completion

Envelope Id: F0690428CB1F448E8055F75040C27729
Status: Sent
Subject: Please review: 21-4618C-102 T-RAP 2.0 (Benton County)
Division:
Community Services and Housing
Program: Treasury Rent Assistance Program 2.0
ContractNumber: 21-4618C-102
Source Envelope:
Document Pages: 15
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
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Kyle Sullivan kyle.sullivan@co.benton.wa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2021 4:33:38 PM ID: 7b2aa79d-b9af-4e88-9c23-18495358e1ed		Sent: 10/21/2021 12:36:06 PM Viewed: 10/21/2021 4:33:38 PM
Diane Klontz diane.klontz@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Kathryn Dodge kathryn.dodge@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 198.239.10.196	Sent: 10/18/2021 9:28:50 AM Viewed: 10/19/2021 12:33:10 PM

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Kathy Kinard Kathy.Kinard@commerce.wa.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 147.55.149.154	Sent: 10/19/2021 12:33:11 PM Viewed: 10/20/2021 12:42:08 PM
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Tedd Kelleher tedd.kelleher@commerce.wa.gov Senior Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 147.55.149.160	Sent: 10/20/2021 12:42:09 PM Viewed: 10/21/2021 12:36:05 PM
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

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

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

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

To request paper copies from Washington State Department of Commerce

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

To withdraw your consent with Washington State Department of Commerce

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Grant Number: Agreement 21-4618C102

Washington State Department of Commerce
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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Execute First Amendment to #PSA-21/22-Adolphsen-00 with Sharon Adolphsen
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

This First Amendment to PSA-21/22-Adolphsen-00 is to reduce the budget total to $30,506.84 which provides support to the local Parent Coalition, a group formed to provide the parents, families and caregivers of people with disabilities support, information, and education surrounding services provided to those individuals.

Fiscal Impact

Amount: $30,506.84

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-1010 Human Services Budget for a grant amount of $30,506.84.

Recommendation

- Sign the Resolution to First Amendment to PSA-21/22-Adolphsen-00 -00 with Sharon Adolphsen
- Sign the First Amendment to PSA-21/22-Adolphsen-00 with Sharon Adolphsen

Suggested Motion

Approve on consent agenda.

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT #PSA-2021/22-ADOLPHSEN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND SHARON ADOLPHSEN

WHEREAS, this First Amendment to Professional Service Agreement serves to reduce the allowable millage expenses which provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities; and

WHEREAS, consideration for this Professional Service Agreement is $30,506.84; and

WHEREAS, this First Amendment to Professional Service Agreement shall be effective July 1, 2021 through June 30, 2022; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Professional Service Agreement #PSA-2021/22-Adolphsen-00 between Benton County Department of Human Services and Sharon Adolphsen; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, First Amendment to Professional Service Agreement # PSA-2021/22-Adolphsen-00 for a consideration of $30,506.84; and

BE IT FURTHER RESOLVED, that the agreement shall be effective July 1, 2021 through June 30, 2022.

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

_____
Chairman

_____
Member

_____
Member

Attest: _____
Clerk of the Board
Constituting the Board of County Commissioners
of Benton County, Washington

cc: Benton County Commissioners, Human Services

Horton

FIRST CONTRACT AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT #PSA-21/22-ADOLPHSEN-00

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **SHARON ADOLPHSEN**, an individual under the laws of the State of Washington, with its principal offices at PO BOX 4575, West Richland, WA 99353, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No.2021 596, the parties entered into a Professional Service Agreement beginning July 1, 2021, extending to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with intellectual/developmental disabilities; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the program's CONSIDERATION, the attached budget, and replacing section 6.1.4; and

NOW THEREFORE, the parties agree that all provisions of the AGREEMENT remain in full force and effect, except for the following amendments:

1. **FACE SHEET**
   Consideration shall be replaced in its entirety with the following:

   Consideration $30,506.84

2. **COMPENSATION**
   Section 6.1.4 shall be amended and replaced in its entirety with the following:

   Millage Compensation for Coordinator time and effort and expenses for any service that is related to educating legislators on local issues and services will be billed under the millage fund. The total services that will be reimbursed under millage funds will not exceed twenty-five percent of the total contract. Total millage allowed annually will not exceed $5,540.84.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the AGREEMENT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Sharon Adolphsen, Coordinator

Sharon Adolphsen 10/27/2021
Signature Date

Sharon Adolphsen
Name

Coordinator
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

EXHIBIT "A"

Benton and Franklin Counties Department of Human Services
Budget Worksheet for Agreement #PSA-2021/22-Adolphsen-00
July 1, 2021 – June 30, 2022

Item and Narrative	State Fund	Millage Fund
OPERATING EXPENSES		
Office/Cell Phone	$1,320.00	
PO Box	$150.00	
Printing/Supplies	$1000.00	$355.00
TRAVEL EXPENSES		
To include Statewide Parent Coalition Meeting, Community Advocacy Coalition Meetings and Advocacy Travel.	$1,280.00	$710.00
Local Travel (mileage)	$1,000.00	
COORDINATOR TIME AND EFFORT		
Wages	$20,216.00	$4,475.84
Total	**$24,966.00**	**$5,540.84**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Execute Agreement #21/22-DD-ENT-00 with Entrust Community Services
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to recontract with Entrust Community Services to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-ENT-00
- Approve the Agreement #21/22-ENT-CI-00 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

IN THE MATTER OF EXECUTING GRANT AGREEMENT #21/22-DD-ENT-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ENTRUST COMMUNITY SERVICES.

WHEREAS, Benton County Department of Human Services currently contracts with Arc of Tri-Cities to provide employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Entrust Community Services for a term commencing on October 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement #21/22-DD-ENT-00 with Entrust Community Services; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #21/22-DD-ENT-00 with Entrust Community Services to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-ENT-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Entrust Community Services**, a Washington State Corporation, with its principal offices at PO BOX 9727, Yakima, WA 98909-0727. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Tom Gaulke, CEO
Entrust Community Services
PO BOX 9727
Yakima, WA 98909-0727
Phone: 509.834.2961 / Fax: 509.453.1614
E-Mail: gaulket@entrustcs.org

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding)..... N/A

Agreement Start Date..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Tom Gaulke Title: CEO Date: 10/26/21

For Benton County:

Benton County Commissioners | Date | Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

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

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

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

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

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

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

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

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

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

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

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

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, 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 Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) 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, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.

(3) 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) 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.

(e) 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.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) 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. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement 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.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement 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 Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their 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.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

m. "DOA Region" means the ODA Regional office.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Credentials and Minimum Requirements:**

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

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

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

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

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

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed theAccess Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contractedservices.

11. Confidential Information. Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

   i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category **4** data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category **4** Data.

c. If Confidential Information shared under this agreement is classified as Category **4** data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the Instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. CITY STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. CITY STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ..... ☐ Yes ☐ No

Is this facility operated by a management company or leased in whole or partly by another organization? . ☐ Yes ☐ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ..... ☐ Yes ☐ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Information

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D 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 expanded. 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:	November 9, 2021
Subject:	Execute Agreement #PSC-21/22-ARC-SP2P-00 with Arc of Tri-Cities
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to enter into Personal Services Contract #PSC-21/22-ARC-SP2P-DD-00 to provide fiscal support for a staff member to reach out to Spanish speaking families in our community to connect families to available services for individuals with developmental disabilities.

Fiscal Impact

Amount: $11,500.00

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

Recommendation

- Sign the Resolution to accept the Personal Services Contract
- Approve the proposed Personal Services Contract #PSC-21/22-ARC-SP2P-DD-00 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

IN THE MATTER OF EXECUTING PERSONAL SERVICES CONTRACT #PSC-21/22-ARC-SP2P-DD-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES.

WHEREAS, Benton County Department of Human Services currently contracts with the Arc of Tri-Cities to provide staff to reach out to Spanish speaking families in our community to connect families to available services for individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Arc of Tri-Cities for a term commencing on July 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Personal Services Contract; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Personal Services Contract #PSC-21/22-ARC-SP2P-DD-00 with Arc of Tri-Cities to provide outreach to Spanish speaking families to connect them to services for individuals with developmental disabilities for a consideration amount of eleven thousand five hundred dollars and no cents ($11,500.00); and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners M.Clark

BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-21/22-ARC-SP2P-DD-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 **ARC OF TRI-CITIES**, a Not-For-Profit corporation organized under the laws of the State of Washington with its principal offices at 1455 Fowler Street, Richland, WA 99352 (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; and

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and shall expire on June 30, 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 staff for the Spanish Parent to Parent position. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", 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. 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:	Cindy O'Neill
Address:	1455 Fowler Street
	Richland, WA 99352
Phone:	509.783.1131
Email:	cindyo@arcoftricities.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Place, Ste. 201
	Kennewick, WA 99301
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed eleven thousand, five hundred dollars and no cents ($ 11,500.00).

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

c. The CONTRACTOR shall, submit invoices to the COUNTY 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.

d. The CONTRACTOR shall submit county issued invoice and supporting documentation to the COUNTY by the tenth (10^{th}) of the following month, services were provided.

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. 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. 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.

17. 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.

18. 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.

19. 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.

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 County, Washington.

21. 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.

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 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.

27. 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: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 10/13/2021

FOR: ARC OF TRI-CITIES

Cindy O'Neill
Signature

Director
Title: Director

Cindy O'Neill
Print Name

Approved as to Content:

_____
Human Services Manager

The Spanish Parent to Parent position will provide the following to families in Benton & Franklin Counties:

- Educate Spanish speaking parents to access services for family members
- Assist families in making connections with other agencies in the community for support
- Provide Spanish workshops, Pave meetings and other social gatherings for families
- Direct families on how to connect with Developmental Disabilities Administration
- Provide guidance on referrals to Children's hospital or other facilities for therapies
- Translate Resource Directory in Spanish
- Other services families need

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Execute Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to recontract with Arc of Tri-Cities to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-ARC-00
- Approve the Agreement #21/22-DD-ARC-00 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

IN THE MATTER OF EXECUTING GRANT AGREEMENT #21/22-DD-ARC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ARC OF TRI-CITIES.

WHEREAS, Benton County Department of Human Services currently contracts with Arc of Tri-Cities to provide employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Arc of Tri-Cities for a term commencing on October 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-ARC-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Arc of Tri-Cities**, a Washington State Not-For-Profit Corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Cindy O'Neill, Director
Arc of Tri-Cities
1455 Fowler St.
Richland, WA 99352
Phone: 509.783.1131 / Fax: 509.735.7706
E-Mail:cindyo@arcoftricities.com

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding)..... N/A

Agreement Start Date..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Cindy O'Neill Title: Exec Director Date: 9/23/2021

For Benton County:

Benton County Commissioners | Date | Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

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

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

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

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

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

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

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

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

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

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

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

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, 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 Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) 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, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.

(3) 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) 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.

(e) 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.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) 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. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement 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.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement 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 Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their 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.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

m. "DOA Region" means the ODA Regional office.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Credentials and Minimum Requirements:**

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

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

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

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

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

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed theAccess Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contractedservices.

11. Confidential Information. Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

   i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

   (1) Ensuring mitigations applied to the system don't allow end-user modification.

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 1O failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Exhibit D 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 expanded. 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:	November 9, 2021
Subject:	Execute Agreement #21/22-DD-CI-00 with Columbia Industries
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to recontract with Columbia Industries to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-CI-00
- Approve the Agreement #21/22-DD-CI-00 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

IN THE MATTER OF EXECUTING GRANT AGREEMENT #21/22-DD-CI-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES.

WHEREAS, Benton County Department of Human Services currently contracts with Columbia Industries to provide employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Columbia Industries for a term commencing on October 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement #21/22-DD-CI-00 with Columbia Industries; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #21/22-DD-CI-00 with Columbia Industries to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-CI-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Columbia Industries**, a Washington State Not-For-Profit Corporation, with its principal offices at 900 S Dayton, Kennewick, WA 99336. (hereinafter "Contractor").

Counties Contact Information:

Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:

Brian McDermott, President
Columbia Industries
P O Box 7346
Kennewick, WA 99336
Phone: 509.582.4142 / Fax: 509.586.3825
E-Mail: brianm@columbiaindustries.com

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding)..... N/A

Agreement Start Date..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement

Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Brian McDermott _____ Title: President:CEO Date: Oct 25, 2021

For Benton County:

_____ _____ _____
Benton County Commissioners Date Attest: Clerk of the Board

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____
Benton County Prosecutor's Office

CI Cover

Final Audit Report 2021-10-25

Created:	2021-10-25
By:	Justin Crume (justinc@columbiaindustries.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xmTXNm3Xu1S4DcWIFKkYs8L6ft9pjmc

"CI Cover" History

Document created by Justin Crume (justinc@columbiaindustries.com)
2021-10-25 - 7:55:08 PM GMT- IP address: 64.146.248.2

Document emailed to Brian McDermott (brianm@columbiaindustries.com) for signature
2021-10-25 - 7:56:21 PM GMT

Email viewed by Brian McDermott (brianm@columbiaindustries.com)
2021-10-25 - 9:35:18 PM GMT- IP address: 13.57.238.31

Document e-signed by Brian McDermott (brianm@columbiaindustries.com)
Signature Date: 2021-10-25 - 9:36:46 PM GMT - Time Source: server- IP address: 47.25.140.232

Agreement completed.
2021-10-25 - 9:36:46 PM GMT

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

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

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

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

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

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

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

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

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

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

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

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

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, 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 Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) 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, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.

(3) 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) 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.

(e) 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.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) 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. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement 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.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement 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 Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their 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.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

m. "DOA Region" means the ODA Regional office.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Credentials and Minimum Requirements:**

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

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

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

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

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

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed theAccess Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contractedservices.

11. Confidential Information. Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

   i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

   (1) Ensuring mitigations applied to the system don't allow end-user modification.

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
Columbia Industries	91-077625
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
NA		
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
NA		
FIRST NAME	LAST NAME	RELATIONSHIP
NA		

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
NA		
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
NA		
FIRST NAME	LAST NAME	RELATIONSHIP
NA		

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
NA		
ADDRESS	CITY / STATE	ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY / STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY / STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE	SSN / TIN	PERCENTAGE
NA		
ADDRESS	CITY / STATE	ZIP CODE
NAME AND TITLE	SSN / TIN	PERCENTAGE
ADDRESS	CITY / STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE	SSN / TIN	DATE OF BIRTH
NA		
ADDRESS	CITY / STATE	ZIP CODE
NAME AND TITLE	SSN / TIN	DATE OF BIRTH
ADDRESS	CITY / STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ..... ☐ Yes ☒ No

Is this facility operated by a management company or leased in whole or partly by another organization? . ☐ Yes ☒ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year?..... ☐ Yes ☒ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

Brian McDermott

TITLE OF INDIVIDUAL COMPLETING THIS FORM

President & CEO

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM

Brian McDermott

DATE

Oct 15, 2021

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. **Enrolling Provider's Information**

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. **Individuals with Ownership Interest**

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. **Managing Employees and other Controlling Interests**

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. **Organizations with Ownership Interest or Management Interest**

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. **Subcontractor Information**

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

2021_10 Medicaid Provider Disclosure Statement

Final Audit Report 2021-10-15

Created:	2021-10-08
By:	Justin Crume (justinc@columbiaindustries.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQeYQ4Yy4VhSoNSsmPLkXglMk2mgGJdsQ

"2021_10 Medicaid Provider Disclosure Statement" History

Document created by Justin Crume (justinc@columbiaindustries.com)
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Email viewed by Brian McDermott (brianm@columbiaindustries.com)
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Document e-signed by Brian McDermott (brianm@columbiaindustries.com)
Signature Date: 2021-10-15 - 10:44:29 PM GMT - Time Source: server- IP address: 64.146.248.2

Agreement completed.
2021-10-15 - 10:44:29 PM GMT

Exhibit D 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 expanded. 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:	November 9, 2021
Subject:	Execute Agreement #21/22-DD-RTAS-00
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The purpose of Agreement #21/22-DD-RTAS-00 shall be to recontract with Responding to Autism Services to provide employment services to those in our community who have intellectual/developmental disabilities.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-RTAS-00
- Execute the proposed Agreement #21/22-DD-RTAS-00 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

IN THE MATTER OF EXECUTION OF GRANT AGREEMENT #21/22-DD-RTAS-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES

WHEREAS, this Agreement #21/22-DD-RTAS-00 serves to provide employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Responding to Autism Services for a term commencing on October 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement #21/22-DD-RTAS-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #21/22-DD-RTAS-00 with Responding to Autism Services to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-RTAS-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Responding to Autism Services Inc.** a Washington State Not-For-Profit Corporation, with its principal offices at 101 N. Union Street, Kennewick, WA 99336. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Christine Lindgren, Director
Responding to Autism Services, Inc.
101 N. Union Street, Ste. 203
Kennewick, WA 99336
Phone: 509.396.9230 / Fax: 509.931.0881
E-Mail: christine@respondingtoautism.net

Is the Contractor a subrecipient for purposes of this Agreement ..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Christine Lindgren _____ Title: Director Date: 9-26-21

For Benton County:

_____ _____ _____
Benton County Commissioners Date Attest: Clerk of the Board

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

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

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

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

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

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

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

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

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

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

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

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

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, 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 Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) 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, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.

(3) 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) 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.

(e) 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.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) 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. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement 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.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement 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 Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their 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.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

m. "DOA Region" means the ODA Regional office.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Credentials and Minimum Requirements:**

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

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

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program ServiceProviders for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months**, the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

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

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

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed the Access Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

11. Confidential Information. Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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

a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

   (1) Ensuring mitigations applied to the system don't allow end-user modification.

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 1O failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b)The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME		LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH	
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ..... ☐ Yes ☑ No

Is this facility operated by a management company or leased in whole or partly by another organization? . ☐ Yes ☑ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ..... ☐ Yes ☑ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

Christine Lindgren

TITLE OF INDIVIDUAL COMPLETING THIS FORM

Owner/Director

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM

Christine Lindgren

DATE

10-6-21

Exhibit D 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 expanded. 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:	November 9, 2021
Subject:	Execute Agreement #2021-DD-CDC-00
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to re-contract with Children's Developmental Center to provide services for children ages birth to three years old in accordance with RCW 71A.14. Children's Developmental Center is the lead agency for these services.

Fiscal Impact

Amount: $86,898.00

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

Recommendation

- Sign the Resolution to Agreement #2021-DD-CDC-00 with Children's Developmental Center, where indicated
- Sign Agreement #2021-DD-CDC-00 to execute the Agreement, where indicated

Suggested Motion

Approve on consent agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-DD-CDC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER.

WHEREAS, Benton County Department of Human Services currently contracts with the Children's Developmental Center to provide services to children from birth to three years old; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Children's Developmental Center for a term commencing on July 1, 2021 and expiring on June 30, 2022; and

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #2021-DD-CDC-00 with the Children's Developmental Center to provide services to children from birth to three years old for a consideration amount not to exceed $86,898.00; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #2021-DD-CDC-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, a Washington State Not-For-Profit Corporation, with its principal offices at 1549 Georgia Ave. SE, Ste. A., Richland, WA 99352. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Zahra Roach, Director
Children's Developmental Center
1549 Georgia Ave. SE, Ste. A.
Richland, WA 99352
Phone: 509.735.1062 / Fax: 509.737.8492
E-Mail: Zahra@childrensdc.org

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding)..... N/A

Agreement Start Date..... July 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 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 end date.

Consideration $86,898.00

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Change/Termination/Withdrawal Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Z Roach Title: Executive Dir. Date: 10-25-21

For Benton County:

Benton County Commissioners | Date | Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

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

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

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

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

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

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

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

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

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

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

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

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, 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 Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) 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, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.

(3) 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) 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.

(e) 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.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) 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. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement 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.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement 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 Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their 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.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

m. "DOA Region" means the ODA Regional office.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Credentials and Minimum Requirements:**

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

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

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are betweenDOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program ServiceProviders for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

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

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

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed theAccess Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contractedservices.

11. Confidential Information. Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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

a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

   (1) Ensuring mitigations applied to the system don't allow end-user modification.

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME		LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH	
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ☐ Yes ☐ No

Is this facility operated by a management company or leased in whole or partly by another organization? ☐ Yes ☐ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ☐ Yes ☐ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Information

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D 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 expanded. 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:	November 9, 2021
Subject:	Execute Agreement #21/22-DD-MRJN-00 with MRJN Associates, LLC
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The purpose of Agreement #21/22-DD-MRJN-00 is to re-contract with MRJN Associates, LLC to continue to provide employment services to individuals with intellectual/developmental disabilities in our community.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-MRJN-00
- Execute the proposed Agreement #21/22-DD-MRJN-00 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

IN THE MATTER OF EXECUTION OF AGREEMENT #21/22-DD-MRJN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND MRJN ASSOCIATES, LLC

WHEREAS, this Agreement #21/22-DD-MRJN-00 serves to provide employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with MRJN Associates, LLC for a term commencing on October 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement #21/22-DD-MRJN-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County Agreement #21/22-DD-MRJN-00 with MRJN Associates, LLC to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 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

cc: Human Services; Benton County Commissioners M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-MRJN-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **MRJN Associates LLC**, a Washington State For-Profit Corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Rose Almanza, Senior Officer
MRJN Associates, LLC
1841 Gap Road
Granger, WA 98932
Phone: 509.439.9660 / Fax:
E-Mail: almanzar@mrjnassociate.org

Is the Contractor a subrecipient for purposes of this Agreement ..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Rose Almanza Title: Senior Officer Date: 9/27/21

For Benton County:

Benton County Commissioners | Date | Attest: Clerk of the Board

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

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

(9) **Personal Information** means 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.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

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

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

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

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

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

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

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

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

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

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, 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 Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) 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, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.

(3) 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) 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.

(e) 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.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) 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. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement 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.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement 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 Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their 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.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

m. "DOA Region" means the ODA Regional office.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Credentials and Minimum Requirements:**

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

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

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

Special Terms and Conditions

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. **Consideration:**

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. **Billing and Payment:**

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

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

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

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed the Access Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DD/A contracted services.

11. **Confidential Information.** Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

   i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b)The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME | LAST NAME | DATE OF BIRTH

SOCIAL SECURITY NUMBER | START DATE | OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME | LAST NAME | RELATIONSHIP

FIRST NAME | LAST NAME | RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME | LAST NAME | DATE OF BIRTH

SOCIAL SECURITY NUMBER | START DATE | OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME | LAST NAME | RELATIONSHIP

FIRST NAME | LAST NAME | RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME | LAST NAME

DATE OF BIRTH | SOCIAL SECURITY NUMBER | START DATE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME | LAST NAME | RELATIONSHIP

FIRST NAME | LAST NAME | RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME | LAST NAME

SOCIAL SECURITY NUMBER | START DATE | DATE OF BIRTH

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME | LAST NAME

SOCIAL SECURITY NUMBER | START DATE | DATE OF BIRTH

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME) | FEDERAL TAX ID - FEIN | CHECK ONE ☐ Ownership Interest ☐ Management Interest

DOING BUSINESS AS (DBA) | START DATE | OWNERSHIP PERCENTAGE

PRIMARY BUSINESS STREET ADDRESS | CITY | STATE | ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS | CITY | STATE | ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME) | FEDERAL TAX ID - FEIN | CHECK ONE ☐ Ownership Interest ☐ Management Interest

DOING BUSINESS AS (DBA) | START DATE | OWNERSHIP PERCENTAGE

PRIMARY BUSINESS STREET ADDRESS | CITY | STATE | ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS | CITY | STATE | ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. | CITY | STATE | ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE | SSN / TIN | PERCENTAGE

ADDRESS | CITY | STATE | ZIP CODE

NAME AND TITLE | SSN / TIN | PERCENTAGE

ADDRESS | CITY | STATE | ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE | SSN / TIN | PERCENTAGE

ADDRESS | CITY | STATE | ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE | SSN / TIN | PERCENTAGE

ADDRESS | CITY | STATE | ZIP CODE

NAME AND TITLE | SSN / TIN | PERCENTAGE

ADDRESS | CITY | STATE | ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE | SSN / TIN | DATE OF BIRTH

ADDRESS | CITY | STATE | ZIP CODE

NAME AND TITLE | SSN / TIN | DATE OF BIRTH

ADDRESS | CITY | STATE | ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ..... ☐ Yes ☒ No

Is this facility operated by a management company or leased in whole or partly by another organization? . ☐ Yes ☒ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year?..... ☐ Yes ☒ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

Julie Almaraz

TITLE OF INDIVIDUAL COMPLETING THIS FORM

CEO

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM

Julie Almaraz

DATE

9/27/21

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. **Enrolling Provider's Information**

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. **Individuals with Ownership Interest**

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. **Managing Employees and other Controlling Interests**

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. **Organizations with Ownership Interest or Management Interest**

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. **Subcontractor Information**

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership Interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D 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 expanded. 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:	November 9, 2021
Subject:	Amending Res. 2020-655 for guardrail purchases from Coral Sales Company
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

On September 22, 2020, Resolution 2020-655 authorized the purchase of guardrails, terminals, cable and components from Coral Sales Company utilizing State Contract 00118 in an amount not to exceed $40,000.00 including WSST through September 30, 2022. Purchases have been made totaling approximately $35,000.00 through September 2021. Crews replace guardrails on an as-needed basis whenever there is an accident and guardrails are damaged. There is a very high likelihood that more guardrail will need to be purchased before September 2022.

The existing resolution needs to be amended to increase the not to exceed amount.

Fiscal Impact

Amount: An additional $40,000.00

Fund: Road (0101-101) No supplement needed.

Recommendation

The County Engineer recommends amending the original Resolution to increase the amount by $40,000.00 for a new not to exceed total of $80,000.00 including WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2020-655 TO INCREASE THE TOTAL NOT TO EXCEED AMOUNT FOR THE PURCHASE OF GUARDRAILS, TERMINALS, CABLE AND COMPONENTS FROM CORAL SALES COMPANY, PORTLAND, OREGON UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES (DES) MASTER CONTRACT USAGE AGREEMENT

WHEREAS, on September 22, 2020, Resolution 2020-655 authorized the purchase of guardrails, terminals, cable and components from Coral Sales Company utilizing State Contract 00118 in an amount not to exceed $40,000.00 including WSST through September 30, 2022; and

WHEREAS, purchases have been made totaling approximately $35,000.00 through September 2021 and there will be a need to purchase more guardrail before September 2022; and

WHEREAS, the County Engineer recommends amending the original Resolution to increase the amount by $40,000.00 for a new not to exceed total of $80,000.00 including WSST to cover the additional purchases; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners concurs with the County Engineer's recommendation and amends Resolution 2020-655 to increase the not to exceed amount by $40,000.00 and hereby authorizes the purchase of guardrails, terminals, cable and components from Coral Sales Company, utilizing the Washington State DES Contract No. 00118 from October 1, 2020 through September 30, 2022, at or below the current state contract rate, in a total amount not to exceed $80,000.00 including WSST.

Dated this 9th day of November 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Dept.
c: Auditor

S Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Approving an Intergovernmental Cooperation Agreement between Benton County and Stevens County
Presenter:	
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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

Pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. Stevens County has reached out and desires to arrange for making cooperative purchases with Benton County.

Stevens County prepared an Intergovernmental Cooperation Agreement and has asked that Benton County sign first, and our Civil Deputy Prosecuting Attorney has reviewed and approved as to form said Agreement.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends the Board approve the Intergovernmental Cooperation Agreement between Benton County and Stevens County.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN BENTON COUNTY AND STEVENS COUNTY

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Stevens County desires to arrange for making cooperative purchases of certain goods and services with Benton County and has prepared an Intergovernmental Cooperation Agreement needed to carry out such purchases; and

WHEREAS, our Civil Deputy Prosecuting Attorney has reviewed and approved as to form said Agreement; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Intergovernmental Cooperation Agreement between Benton County and Stevens County for providing interlocal cooperation between governmental agencies; and

BE IT FURTHER RESOLVED, the agreement shall remain in force until canceled by either party in writing.

Dated this 9th day of November 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept.
c: Procurement

S. Christen

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between **Stevens County**, a municipal corporation, and **Benton County**, a municipal corporation of the State of Washington.

W I T N E S S E T H:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their best interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

WHEREAS, the parties from time to time may wish to sell equipment, material, or property to each other;

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies, and to allow for the sale of equipment, materials or property to each other.

2. Administration. No new or separate legal administrative entity is created to administer the provisions of this agreement.

3. Scope. This agreement shall allow the following activities:

   A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;

   B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.

   C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.

   D. Sale of Equipment, materials, or property to each other.

4. Duration of Agreement - Termination. This agreement shall remain in force until canceled by either party in writing.

5. Right to contract Independent Action Preserved. Each party reserves the right to contact independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. Non-Delegation Non-Assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

Accepted this _____day of _____2021

by:

Board of County Commissioners,
Benton County, Washington

_____
Chairman Jerome Delvin

_____
Commissioner Shon Small

_____
Commissioner Will McKay

Attest:

_____
Cami McKenzie
Clerk of the Board

Approved as to form:

_____
Reid Hay, Deputy Prosecuting Attorney

Accepted this _____ day of_____2021

by:

Board of County Commissioners,
Stevens County, Washington

_____
Chairman Wes McCart

_____
Commissioner Mark Burrows

_____
Commissioner Greg Young

Attest:

_____
Jonnie Brown
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Awarding Personal Services Contract for Auto Body Repairs to Nolan's Collision LLC
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	Michael McGhan

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Sign Letter/Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

There is a need to have auto body repair services on fleet vehicles managed by ER&R throughout the year. When the service is needed staff obtains quotes from at least 3 auto body repair shops and evaluates each for cost and timely service. Contracts need to be in place with the auto body shops in order to expeditiously have the repairs made.

We currently have contracts in place with two other body shops and need to have a third one in place to be in compliance with the Purchasing Policy in obtaining quotes from at least three vendors.

A service contract has been prepared with Nolan's Collision LLC, has been reviewed and approved by our departmental Deputy Prosecuting Attorney from the Civil Division, and has been signed by Nolan's.

Fiscal Impact

Amount: In an amount not to exceed $40,000

Fund: ER&R Fund
The ER&R Fund will be reimbursed by the repaired vehicle's office or department.

Recommendation

The Fleet Superintendent recommends entering into the service contract with Nolan's Collision LLC for "as-needed" auto body repair on fleet motor vehicles from this date until December 31, 2022 in an amount not to exceed $40,000.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PERSONAL SERVICES CONTRACT TO NOLAN'S COLLISION LLC FOR "AS NEEDED" AUTOMOBILE BODY REPAIR ON BENTON COUNTY FLEET MOTOR VEHICLES

WHEREAS, during the year Benton County is in need of auto body repair service on fleet vehicles; and

WHEREAS, per Benton County Resolution 2021-233, Section 5.3.2 General Services "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Fleet Superintendent recommends entering into a personal services contract with Nolan's Collision LLC for "as needed" automobile body repair on Benton County fleet motor vehicles; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract and the contract has been signed by Nolan's Collision LLC; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the attached personal services contract to Nolan's Collision LLC for "as needed" automobile body repair on Benton County fleet motor vehicles in an amount not to exceed $40,000.00; and

BE IT FURTHER RESOLVED, the Board is authorized to sign said personal services contract which shall commence on this date and shall expire December 31, 2022.

Dated this 9th day of November 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept.
c: Auditor, Sonia-PA, Procurement

S. Christen

BENTON COUNTY
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 (hereinafter "COUNTY"), and **NOLAN'S COLLISION LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 1125 E Columbia St, 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 the following documents:

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed 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. "As needed" automobile body repair for Benton County fleet motor vehicles.

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:
Cheri Sorensen, General Manager
1125 E. Columbia St.
Pasco, WA 99301
Phone: 509-547-8145
Email: service@nolanscollision.net

b. For COUNTY:
Michael McGhan, Fleet Manager
102808 Wiser Parkway
Kennewick, WA 99336
Phone: 509-786-5611
Email: michael.mcghan@co.benton.wa.us

5. COMPENSATION

a. Service Rates and Parts/Equipment Cost: Rates and costs will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on a particular vehicle.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed forty thousand dollars and zero cents ($40,000.00) including Washington State Sales Tax. The COUNTY does not guarantee any amount of work under this contract. The COUNTY reserves the right to contract with other vendors to perform the same or similar services provided under this contract.

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 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. **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.

b. **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

c. **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.

d. **Garage Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garage Liability Insurance in the amount of at least $1,000,000 each occurrence and $2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.

f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least $50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR's towing or hauling of customer's vehicles.

g. **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. All liability insurance required under this Contract 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.

h. **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 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. 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. 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.

17. 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.

18. 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.

19. 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.

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 County, Washington.

21. 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.

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); 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 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.

27. 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.

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:_____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form

_____
Reid Hay, Civil Deputy Prosecuting Attorney

Dated: 10/25/2021

FOR: NOLAN'S COLLISION LLC

_____
Signature

General Manager
Title:

Cheri Sorensen
Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Adopting ER&R Rates for Sheriff's Office Vehicles for 2021
Presenter:	
Prepared By:	Debbie Calhoun
Reviewed By:	Michael McGhan and Robert Blain

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Sign Letter/Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

The Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund. Through this fund vehicles and equipment for use by other departments are purchased, maintained, and replaced. The Board of County Commissioners adopted the current ER&R Fund Policy on November 3, 2020 (Resolution 2020-808). The ER&R Department, in accordance with the ER&R Fund Policy, calculated 2021 replacement rates/assessments for department vehicles and equipment.

Since the 2021 rates were calculated the Sheriff's Office has purchased new vehicles which are being placed in the ER&R replacement program. Rates for 2021 were calculated for those vehicles and per the policy, need to be adopted by the Board of County Commissioners.

Fiscal Impact

Adoption of these vehicle replacement rates/assessments will have no direct fiscal impact on the Sheriff's Office budget. The vehicle replacement rates/assessments were budgeted in Capital Projects 2021/2022 budget.

Amount: N/A

Fund: Capital Projects

Recommendation

The Fleet Manager recommends the Board of County Commissioners adopt the proposed vehicle replacement rates/assessments for the Sheriff's Office for 2021.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: ADOPTION OF EQUIPMENT RENTAL AND REVOLVING (ER&R) FUND VEHICLE REPLACEMENT RATES FOR SHERIFF'S OFFICE VEHICLES

WHEREAS, the Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund. Through this fund vehicles and equipment for use by other departments are purchased, maintained, and replaced; and

WHEREAS, on November 3, 2020, per Resolution 2020-808, the Board of County Commissioners adopted the current ER&R Fund Policy that governs the operation of the ER&R Fund; and

WHEREAS, through said policy, the ER&R Department calculated replacement rates/assessments for department vehicles and equipment for the 2021 calendar year; and

WHEREAS, the Sheriff's Office has purchased new vehicles which are being placed in the ER&R replacement program. Rates for 2021 were calculated for those vehicles and per the policy, need to be adopted by the Board of County Commissioners; and

WHEREAS, the Fleet Manager recommends that the Board of County Commissioners adopt the proposed vehicle replacement rates/assessments for the Sheriff's Office for 2021; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby adopts, in accordance with the current ER&R Fund Policy, the 2021 vehicle replacement rates/assessments for the Sheriff's Office, per the attached listing.

Dated this 9th day of November 2021.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: ER&R Department

M. McGhan

2021 Replacement Rates/Assessments
Sheriff's Office

Department	Vehicle No.	Description	Lifespan (yrs)	Annual Replacement Rate	Qtrly Chargs
Sheriff	S20-01	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-02	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-03	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-04	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-05	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-06	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-07	Policy Utility AWD	6	$ 12,140	$ 3,035
	S20-08	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-09	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-10	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-11	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-12	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-13	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-14	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-15	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Purchase Agreement between Benton County and Bob Barker Company utilizing County of Sacramento, CA Contract WA00034777
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	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

As per Resolution 2021-188 the Board of County Commissioners approved the Purchase Agreement between Benton County and Bob Barker Company, utilizing the OMNIA Partners and County of Sacramento, CA Contract WA00034777 for the purchase of as needed inmate and detention supplies, solutions, and services for Benton County Departments with a Purchase Agreement amount not to exceed $90,000 including WSST, and a term expiring October 4, 2021.

The County of Sacramento, CA extended their Contract WA00034777 with a term expiring October 4, 2022.

The Benton County Corrections Department and Juvenile Detention wishes to continue utilizing Contract WA00034777 for as needed inmate and detention supplies, solutions, and services, as further outlined in the attached Purchase Agreement between Benton County and Bob Barker Company and the documents attached thereto, for a contract amount not to exceed $90,000 including WSST.

Fiscal Impact

Expenditures shall be paid from the budget of each department that utilizes the attached Purchase Agreement for an overall amount not to exceed $90,000.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Bob Barker Company and authorize the Chairman of the Board to sign said agreement, for an amount not to exceed $90,000 including WSST, with a term commencing upon signature of both parties and terminating October 4, 2022.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF INMATE AND DETENTION SUPPLIES, SOLUTIONS, AND SERVICES FROM BOB BARKER COMPANY UTILIZING THE OMNIA PARTNERS CONTRACT AND COUNTY OF SACRAMENTO, CA CONTRACT WA00034777 FOR ALL BENTON COUNTY DEPARTMENTS

WHEREAS, per Resolution 2020-749 dated October 20, 2020, the Board of Benton County Commissioners approved the agreement between Benton County and National Intergovernmental Purchasing Alliance Company dba/ OMNIA Partners to allow parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under each other's contracts as needs arise; and

WHEREAS, per Resolution 2021-188 dated February 23, 2021, the Board of County Commissioners approved the Purchase Agreement between Benton County and Bob Barker Company, utilizing the OMNIA Partners and County of Sacramento, CA Contract WA00034777 for the purchase of as needed inmate and detention supplies, solutions, and services for Benton County Departments with a Purchase Agreement amount not to exceed $90,000 including WSST, and a term expiring October 4, 2021; and

WHEREAS, the County of Sacramento, CA extended their Contract WA00034777 with Bob Barker Company with a term expiring October 4, 2022; and

WHEREAS, various Benton County departments currently purchase from Bob Barker and wish to utilize Contract WA00034777 for their as needed supplies, as further outlined in the attached Purchase Agreement between Benton County and Bob Barker Company and documents attached thereto, for an overall contract amount not to exceed $90,000 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Purchase Agreement between Benton County and Bob Barker Company, utilizing the OMNIA Partners and County of Sacramento, CA Contract WA00034777 for the purchase of as needed inmate and detention supplies, solutions, and services for all Benton County Departments, with a Purchase Agreement amount not to exceed $90,000 including WSST; and

BE IT FURTHER RESOLVED, the attached Purchase Agreement shall commence upon signature of both parties and shall terminate October 4, 2022; and

BE IT FURTHER RESOLVED, expenditures shall be paid from the budget of each department that utilizes the attached Purchase Agreement; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached Purchase Agreement between Benton County and Bob Barker Company.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Purchasing Dept.
Cc: Auditors, PA, County Depts, Bob Barker Co. L. Small

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Bob Barker Company
Vendor Code:
Vendor Contact: Debbie Sargent, Customer Service Representative
Vendor Contact Phone: (800) 334-9880
Vendor Principal Place of Business: 7925 Purfoy Rd. Fuquay-Varina, NC 27526

Ship To:
Benton County
7122 W Okanogan Pl. Bldg. B
Kennewick, WA 99336

Bill To:
Benton County
7122 W Okanogan Pl. Bldg B
Kennewick, WA 99336

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Line	Description	Qty		
	Vendor agrees to provide all items and name brands associated with Exhibit A available to the County for the purchase at the price discounts provided in Exhibit A, as currently in effect, or hereafter amended pursuant to the County of Sacramento, CA Contract No. WA00034777.			
	Benton County's OMNIA Partners Membership Number:			
	2562889			

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): BOB BARKER CO. Title: CONTRACT SPEC. Date: 10/26/21

Vendor Signature: Kat Mah

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Exhibit A

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4&5	Remark
Clothing					
Stenciled Orange Shirt in Sizes					
Medium	Each	NPOS-M	$4.39	$4.57	Catalog Number updated on 8/13/2019
Large	Each	NPOS-L	$4.39	$4.57	
XL	Each	NPOS-XL	$4.39	$4.57	
2XL	Each	NPOS-2XL	$4.39	$4.57	
3XL	Each	NPOS-3XL	$4.39	$4.57	
4XL	Each	NPOS-4XL	$4.39	$4.57	
5XL	Each	NPOS-5XL	$4.69	$4.88	
6XL	Each	NPOS-6XL	$4.69	$4.88	
Stenciled Orange and White Striped Shirt in Sizes					
Medium	Each	JTOWSNP-M	$4.39	$4.57	
Large	Each	JTOWSNP-L	$4.39	$4.57	
XL	Each	JTOWSNP-XL	$4.39	$4.57	
2XL	Each	JTOWSNP-2XL	$4.39	$4.57	
3XL	Each	JTOWSNP-3XL	$4.39	$4.57	
4XL	Each	JTOWSNP-4XL	$4.39	$4.57	
Stenciled Orange Unisex Pants in Sizes					
Small - XL	Pair	TOT-S, TOT-M, TOT-L, TOT-XL	$5.67	$5.90	
2XL	Pair	TOT-2XL	$5.67	$5.90	
162.5	Pair	TOT-3XL	$5.67	$5.90	
4XL	Pair	TOT-4XL	$5.67	$5.90	
5XL	Pair	TOT-5XL	$5.67	$5.90	
Stenciled Navy Blue Unisex Pants in Sizes					

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4&5	Remark
Small - XL	Pair	TNT-S, TNT-M, TNT-L, TNT-XL	$5.67	$5.90	
2XL	Pair	TNT-2XL	$5.67	$5.90	
3XL	Pair	TNT-3XL	$5.67	$5.90	
4XL - 5XL	Pair	TNT-4XL, TNT-5XL	$5.67	$5.90	
Stenciled Unisex White Kitted Short-Sleeve Polo Shirt in Sizes					
Small - XL	Each	Z8800WH-SIZE	$5.40	$5.40	
2XL	Each	Z8800WH-2XL	$6.99	$6.99	
3XL	Each	Z8800WH-3XL	$6.99	$6.99	
4XL	Each	Z8800WH-4XL	$6.99	$6.99	
Stenciled White Thermal Shirt in Sizes					
XL	Dozen	63-XL	$32.40	$32.40	Sold in dozen
2XL	Dozen	63-2XL	$33.84	$33.84	Sold in dozen
3XL	Dozen	63-3XL	$34.56	$34.56	Sold in dozen
4XL	Dozen	63-4XL	$36.84	$36.84	Sold in dozen
White Tube Sock	Dozen	1700-W	$4.16	$4.16	Tube Sock 21”
Non-Stenciled Navy or Dark Colors Paper Jumpsuit in Sizes 3XL (Size Fits All)	Each	3575-3XL	$1.19	$1.19	Sold in case of 25 , sizes S & 5XL
Non-Stenciled Navy Shorts					S & 5XL - Packed in case of 12 pairs
Small	Pair	J618-S	$3.60	$3.74	
Medium	Pair	618-M	$3.60	$3.74	
Large	Pair	618-L	$3.60	$3.74	
XL	Pair	618-XL	$3.66	$3.81	
2XL	Pair	618-2XL	$4.55	$4.73	
3XL	Pair	618-3XL	$4.55	$4.73	

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4&5	Remark
4XL	Pair	618-4XL	$4.60	$4.78	
5XL	Pair	J618-5XL	$4.60	$4.78	
Footwear					
Men's Deck Shoes, Gum-Soled	Pair	155NV-SIZE	$3.21	$3.26	
V-Strap Thongs	Pair	1800-SIZE	$0.49	$0.49	Sold in dozen
For Eva (Ethyl Vinyl Acetate) Slip-On Shoes	Pair	FEVST35-OR-SIZE	$2.18	$2.18	Catalog Number updated on 8/13/2019
Slip-On PVC Sandal, Tan Sizes (6-16)	Pair	BB888-SIZE	$1.39	$1.39	Sizes 6-14
Bedding and Linen					
Mattress Cover	Each	VMC30724	$9.77	$10.75	Mattress 75"x30"x4"
Non-Stenciled Isolation/Suicide Cell Smock	Each	505	$66.00	$66.00	
Non-Stenciled Isolation/Suicide Cell Blanket	Each	SB5480	$60.25	$60.25	
Mattress					Mattress 1. Size 75"x30"x4" 2. Add $11 each for recycle fee.
Mattress (mattress recycle fee not included)	Each	PJM30754	$34.50	$37.95	
Mattress for Probation (mattress recycle fee not included)	Each	SSCM30754P	$57.50	$63.25	
Personal Hygiene Product					
Hair & Scalp Conditioner, Bergamot, 12 Oz Each, 12 per Case	Case	024	$20.64	$20.64	
Body Lotion with Aloe, 14.8 Oz Each, 12 per Case	Case	M1245	$13.98	$13.98	
Tampon, Super Absorbency, Cardboard Applicator, 500 per Case	Case	SBTPX500	$45.08	$45.08	

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4&5	Remark
Toothbrush, Full-Sized, Clear Handle, Nylon Bristle Brush, 30-Tuft, Medium, 144 per Pack, 10 per Case	Case	BB28	$56.60	$56.60	
Toothbrush Cover, Ivory Color, 1,440 per Case	Case	NTBC	$67.50	$67.50	
Deodorant, Roll-On, 1.5 Oz Each, 96 per Case	Case	PPI10150	$26.62	$26.62	
Hand Sanitizer, 4 Oz Each, 60 per Case	Case	AG46	$38.60	$38.60	
A & D Ointment, 4 Oz Each, 72 per Case	Case	JHC1122	$109.80	$109.80	Catalog Number updated on 6/18/2018

Notes:

1. Delivery Time: 3 to 30 days
2. Miscellaneous Inmate and Detention Supplies - 10% discount off the current product catalog price, with the exclusion of furniture and metal product lines.

National IPA Pricing Structure Proposal

Category Description	Proposed Discount
Bedding & Linens	15%
Bedspreads	
Blankets	
Mattress Covers	
Pillows	
Pillowcases	
Sheets	
Towels & Washcloths	
Other Subcategories & Colors	
Vinyl	10%
Mattresses	
Shower Curtains	
Other Subcategories	
Clothing, Underwear & Socks	25%
Uniforms, Jumpsuits & Scrubs	
Work Clothes	
Outerwear	
Activewear	
Transport Clothing	
Men's Inmate Underwear & Socks	
Women's Inmate Underwear & Socks	
Socks & Slipper Socks	
Release Clothing	
Disposables	
Other Subcategories	
Footwear	10%
Sandals, Shower Shoes & Flip Flops	
Shoes, Oxfords & Boots	
Slippers, Step-Ins & Pullovers	
Tennis Shoes	
Shoe Accessories	
Other Subcategories	
Furnishings	0%
Seating Solutions	
Table Solutions	
Visitation Stations	
Mold Seating	
Mirrors	
Bunks	
Exercise Equipment	
Other Subcategories	
Janitorial	15%
Laundry Cart	
Laundry Utility Trucks	
Laundry Hampers	
Laundry Baskets	
Kangaroo Cart	
Property Bags	
Laundry Net or Mesh Bags	
Mesh Storage Bag	
Strong Box	
Hanging Locker	
In-Cell Organize (Clear & Mesh)	
Evidence Storage Bag	
Other Subcategories	

National IPA Pricing Structure Proposal

Category Description	Proposed Discount
Hygiene & Personal Care	
Combs & Hairbrushes	8%
Shampoo & Body Bath	5%
Liquid Soap & Body Lotion	5%
Bar Soap	5%
Feminine Hygiene	8%
Toothpaste & Mouthwash	8%
Disposable Razors & Shaving Cream	8%
Other Subcategories	8%
Healthcare	15%
Masks	
Over-the-Counter Drugs	
Pain Relieving Lotions & Creams	
Equipment Sharp Containers, Spill Kits & Misc.	
Infection Control Supplies	
Drug Testing Kits	
Other Subcategories	
Examination Gloves	10%
Nitrile Gloves	
Latex Gloves	
Powdered Nitrile Gloves	
Powdered Latex Gloves	
Other Subcategories	
Recreation	15%
Recreation & Games: Books, Puzzles, Cards Sports & Games	
Batteries	
Electronics: Radios, DVD Player & Misc.	
Media: Internet, Music & Movies	
Office Supplies: Security Pens, Pencils, Sketch Pads & Paper	
Other Subcategories	
Suicide Prevention	10%
Suicide Safety Bedroll	
Suicide Smocks	
Suicide Blanket	
Padded Helmets	
Other Subcategories	
Officers Only	10%
Restraints	10%

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/09/2021
Subject:	Agreement with Master's Touch, LLC
Presenter:	
Prepared By:	Sabrina Mutrux
Reviewed By:	Kirsten Yniguez

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

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

Summary / Background Information

The Benton County Treasurer would like to enter a contract with The Master's Touch, LLC for the printing and mailing of property tax statements for the 2022 tax year, with an option for renewal for 2023 and 2024 tax years. The Benton County Treasurer has determined it is the most beneficial and cost effective for the County to enter a contract with The Master's Touch, LLC. The Master's Touch is a full-service firm that provides all the tax statement services that the County Treasurer requires.

Fiscal Impact

The cost will not exceed $20,000.00 (including W.S.S.T) per year and will be paid out of the Current Expense Fund 0000-101, Department 124 budget.

Recommendation

Approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF PERSONAL SERVICES CONTRACT WITH THE MASTER'S TOUCH LLC FOR THE FORMATTING, PRINTING, MAILING OR ELECTRONIC PRESENTMENT OF THE BENTON COUNTY PROPERTY TAX STATEMENTS

WHEREAS, RCW 84.56 requires the Benton County Treasurer to send notice of property taxes to taxpayers; and

WHEREAS, the Benton County Treasurer has determined that it is most beneficial and cost effective for the County to use services provided by The Master's Touch LLC for the formatting, printing, mailing or electronic presentment of the Benton County property tax statements; and

WHEREAS, the duration of this contract shall be for one (1) year (2022), ending on November 30, 2022, with an option for two (2) additional one-year renewals in years 2023 and 2024 with written consent by the County; and

WHEREAS, the attached personal service contract has been reviewed and approved as to form by a Deputy Prosecuting Attorney; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby concurs with the Treasurer's recommendation and authorizes the Chairman of the Board to sign the attached service agreement ("Exhibit A") with The Master's Touch LLC; and

BE IT FURTHER RESOLVED, the total contracted amount shall not exceed $20,000.00 per year including Washington State Sales Tax to be paid, plus whatever amount is reimbursable to The Master's Touch for postage costs; and

BE IT FURTHER RESOLVED, the term of this Personal Services Contract shall include the 2022 tax year, ending on November 30, 2022 with an option for two (2) additional one-year renewals in the years 2023 and 2024 with written consent by the County.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Treasurer **Prepared by: S. Mutrux**
cc: Auditor, The Master's Touch LLC, Prosecuting Attorney

BENTON COUNTY
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 (hereinafter "COUNTY"), and **The Master's Touch LLC**, a corporation organized under the laws of the State of Washington with its principal offices at **1405 North Ash Street, 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. "Exhibit A"

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the COUNTY** and shall expire on **November 30, 2022. This agreement may be renewed for two (2) additional one (1) year terms by the written consent of the COUNTY.** 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 formatting, printing, mailing, or electronic presentment of the Benton County Property Tax Statements. Further description of the services to be performed by the CONTRACTOR is 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. 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:	Jim Cote
Address:	1405 N. Ash Street Spokane, WA 99201
Phone:	1-800-301-1347
Email:	masters@themasterstouch.com

b. For COUNTY:

Name:	Kenneth Spencer
Address:	PO Box 630 Prosser, WA 99350
Phone:	509-735-8505
Email:	Ken.Spencer@co.benton.wa.us

5. COMPENSATION

a. A detailed description of the compensation to be paid by the COUNTY is set forth in "Exhibit A", 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 **$20,000 per year including W.S.S.T., plus whatever amount is reimbursable to CONTRACTOR for postage costs.**

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 A, 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. **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.

b. **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

c. **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.

d. **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 COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims.

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. All liability insurance required under this Contractshall 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 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 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. 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. 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.

17. 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.

18. 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.

19. 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.

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 County, Washington.

21. 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.

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); 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 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.

27. 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: _____

FOR: BENTON COUNTY

_____
Chairman

_____

_____

Dated: October 25, 2021

FOR: THE MASTER'S TOUCH, LLC

_____
Signature

President
Title:

Jim Cote'
Print Name

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

"Exhibit A" for 2022 Tax Mailing

	QTY	RATE*	TOTAL PRICE
Regular Tax *Statements*			
Mailing Services	48,000	0.088	$4,224.00
8 ½ x 14" Statement	48,000	0.034	$1,632.00
#10 Envelope	48,000	0.034	$1,632.00
#9 Envelope	96,000	0.032	$3,072.00
Mortgage Courtesy *Statements*			
Mailing Services	32,000	0.088	$2,816.00
8 1/2 x 14" Statement	32,000	0.034	$1,088.00
#10 Envelope	32,000	0.034	$1,088.00
ACH *Statements*			
Mailing Services	2,000	0.160	$319.00
8 ½ x 11" Statement	2,000	0.034	$68.00
#10 Envelope	2,000	0.034	$68.00
Delinquent *Tax Statements*			
Mailing Services	4,000	0.211	$844.00
8 ½ x 14" Statement	4,000	0.034	$136.00
#10 Envelope	4,000	0.034	$136.00
#9 Envelope	8,000	0.032	$256.00
E-Billing Service			
Mailing Services	1,500	0.120	$180.00
eNotices one-time set up		N/A	$0.00
eNotices annual upload fee	82,000	0.0075	$615.00
10x15 Envelopes	100	0.550	$55.00
Insert-s ½ x 11" 2 sides, 2 colors	82,000	0.038	
eNotice Insert-113 sheet pre-made and printed in bulk		0.015	
Total Mailing Services & Supplies (annual)			**$18229.00 + Tax**

1. The duration of this contract shall be for one (1) year (2022), ending on November 30, 2022, with an option for two (2) additional one year renewals in years 2023 and 2024 with the written consent by the County.
2. The quantities listed above are for a one year period and are estimates only. Actual quantities may differ from above stated quantities. Rates* for these items will remain constant and invoiced amounts will be based off of the actual quantities provided to The Master's Touch by the County.
3. The Master's Touch will CASS certify the Benton County Treasurer's name and address file using the USPS NCOA services for the cost listed above. The cost for NCOA (National Change of Address) and CASS certification is included in the rates provided above.
4. The County reserves the right to produce Mortgage, ACH, & Delinquent Tax Statement mailings internally if desired. The Master's Touch will, not charge mailing service charges if this occurs.
5. The County reserves the right to produce electronic statements internally or through the vendor of the County's choosing without utilizing eNotice services provided by The Master's Touch. The Master's Touch will not charge the County a one-time setup fee or an annual upload fee if the County declines the eNotice service.
6. If the County chooses to utilize the eNotice option through The Master's Touch, The Master's Touch agrees to provide the County with, at a minimum, a quarterly file that contains a comprehensive list of the Benton County Taxpayers participating in

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 10-14-2021	**PREPARED BY: Jessie Cardwell**
Meeting Date Requested:FC 11-2 BC 11-16	**PRESENTED BY:** Tiffany A. Scott
ITEM: (Select One) ☑ Consent Agenda	Brought Before the Board Time needed: n/a

SUBJECT / ISSUE: Contract between Benton-Franklin Workforce Development Council (WDC) and Career Path Services for Adult Program Services.

FISCAL IMPACT: Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to now provide resources to our sub-recipient, Career Path Services to provide direct participant services to low-income Adult job seekers in our community with a contract of $653,380.

BACKGROUND: This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. Clint Didier) appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners.

RECOMMENDATION: Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2021 in the amount of $653,380 for Adult Services.

COORDINATION: To date, WDC CEO, WDC CFO, WDC COO, WDC Board of Directors, Career Path Services CEO, Career Path Services COO, Benton County Deputy Prosecuting Attorney (Civil and the Franklin Prosecutor's Office (Civil). Moving forward, the Franklin County Commissioners and then the Benton County Commissioners.

ATTACHMENTS:

- Three Original Contracts-please sign and return all three to me, once fully executed one original will be sent back to Franklin Co. per your request for your records
- Scanned Electronic Document

HANDLING / ROUTING: **(Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)**

- Review and approval by Franklin Co. Commissioners
- Two Original Resolution and Three Original Contracts back to me please, thank you

I certify the above information is accurate and complete.

Tiffany A. Scott, CEO

CONTACT INFORMATION FOR YOUR REFERENCE:
Tiffany A. Scott, CEO
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C Kennewick, WA 99336
509.734.5993 tscott@bf-wdc.org

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF REVIEW OF SERVICE PROVDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2021 IN THE AMOUNT OF $653,380 FOR ADULT SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000 indicates section II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Adult Services for PY21; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of $653,380 for Adult Services, effective July 1, 2021 through June 30, 2022, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton and Franklin County Commissioners.

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

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

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES

PY2021 TITLE I FORMULA: ADULT PROGRAM
17.258 ADULT
CONTRACT NO. BFWDC-PY21 ADULT-CPS

This contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local contract subrecipient, hereinafter referred to as the Subrecipient.

1. **TERMS & CONDITIONS**
All activities and expenditures, pursuant to this Contract and all subsequent amendments, will be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. **FEDERAL AWARD TERMS**
All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Adult Program–PY2021/FY2022, incorporated herein by reference and available at the following link: https://wpc.wa.gov/grants/WIOA.

3. **CONTRACT MANAGEMENT**
BFWDC contract manager responsible for management of this Contract is:

Name: Diana Hamilton
Title: Workforce Programs Manager
Phone: 509-734-5987
Email: dhamilton@bf-wdc.org

Subrecipient Contract manager responsible for management of this Contract is:

Name: Kayci Loftus
Title: Director of Workforce Development
Phone: 509-734-5919
Email: kloftus@esd.wa.gov

4. **PERIOD OF PERFORMANCE**
This Contract will be in effect for the period commencing July 1, 2021, and ending June 30, 2022, unless terminated sooner as provided in Exhibit B, General Terms and Conditions or Exhibit G, Additional Terms and Conditions.

5. **PAYMENTS**

Payments to the Subrecipient by the BFWDC for services performed prior to October 1, 2021, may not exceed $163,345 and the total amount of payments under this Contract is limited to and may not exceed $653,380.

6. **SUBRECIPIENT ACTIVITIES**

Funds awarded under this Contract will be utilized by the Subrecipient to conduct required and allowable local activities, including program oversight activities for: the local Title I Adult program authorized under WIOA section 129(c); local employment and training activities provided by the local Title I Adult program authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

7. **PROGRAM REPORTING**

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. Monthly reports will be submitted using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media or virtual communications, etc. These reports may include information on the delivery of WIOA Title I services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

8. **FEDERAL FUNDING INFORMATION AND AVAILABILITY**

This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the subrecipient under this Contract will not be available at the start of the term of this Contract.

9. **FORMULA CASH DRAW PROCEDURE**

The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. **MILEAGE REIMBURSEMENT RATES**

Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2021 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	January 1, 2021	$0.56
Privately owned motorcycle	January 1, 2021	$0.54

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Adult Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA title I subtitle B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

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

A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
C. USDOL-ETA Directives;
D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Adult – PY2021;
E. Workforce system policies and guidance promulgated by ESD;
F. Those Terms and Conditions as contained in this basic contract instrument;
G. The General Terms and Conditions contained in Exhibit B and Additional Terms and Conditions contained in Exhibit G;
H. The Budget Line Item Form attached hereto as Exhibit E; and
I. Any other provisions of this Contract whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated:

Exhibit A	Adult Statement of Work
Exhibit B	General Terms and Conditions for Contracts under the Workforce Innovation and Opportunity Act (WIOA)
Exhibit C	Certification Regarding Lobbying
Exhibit D	Certification Regarding Debarment and Suspension
Exhibit E	PY21 Budget Line Item
Exhibit F	Equal Opportunity is the Law
Exhibit G	Additional Terms and Conditions

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

Tiffany A. Aroth 10/14/21
CEO Date

CAREER PATH SERVICES

On behalf of Cami Eakins, CEO

9/29/2021
CEO Date

Received & Reviewed:

Chairman, Benton Co. Commissioners Date

Chairman, Franklin Co. Commissioners Date

Approved as to form:

Ryan K Brown 9/14/21
Benton Co. Deputy Prosecuting Attorney Date

10/14/21
Franklin Co. Deputy Prosecuting Attorney Date

Workforce Innovation and Opportunity Act (WIOA) Services for Adults

A. OVERVIEW

Under WIOA, local partners share common performance goals and collaborate in developing and implementing a one-stop delivery system where services are designed using job seeker and employer feedback to support:

- A seamless customer-focused service delivery network
- Leveraging resources for maximum efficiency
- Continuous quality improvement

Human-Centered Design (HCD) is the problem-solving approach used at WorkSource Columbia Basin (WSCB) to determine the needs of the customer and design high-quality customized services to improve the customer's experience. Through this system, eligible adults (as defined in WIOA Section 3 (2)) can access services organized into basic and individualized career services, training services, and post-program follow-up services (as defined in WIOA Section 134 (c) (2) (A) (i)-(xi)).

The Subrecipient shall deliver customer services, both virtually and in-person, in a manner that supports the One-Stop delivery system and the Benton-Franklin Workforce Development Council's (BFWDC) Strategic Plan. These services shall be delivered through trained, competent staff with the skills, knowledge, and attitudes that are fundamental to all levels of customer service.

B. WORKSOURCE COLUMBIA BASIN SHARED RESPONSIBILITIES

The Subrecipient shall share the responsibility for moving the One-Stop Center towards service delivery excellence by providing the following services:

Guest Resource Services

Guest Resource Services (GRS) are critical services that set the tone for each customer visit. The WSCB service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. Each WSCB partner contributes representatives to provide front-end services for a seamless customer experience and work towards performance outcomes that are aligned to shared goals. The Subrecipient shall provide staff to work the front-end of the center to deliver the full range of accessible and equitable services to help customers obtain and keep employment under the direction of the functional GRS Supervisor. The Subrecipient shall provide GRS services that include, but are not limited to:

- A warm welcome to customers entering the center;
- Initial assessment of the customer's skills, education and career objectives to determine the customer's needs and next steps;
- An orientation to the WorkSource center, including educating and referring customers to WSCB services, referrals to workshops, and general labor market information;

- Assistance navigating the WorkSourceWA.com website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, research training opportunities;
- Access to Unemployment Insurance information;
- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, faxes, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Workshop and Webinar Facilitation

The subrecipient shall share the responsibility of facilitating high-quality, interactive job search workshops and webinars for job seekers at WSCB, including Skills and Abilities Analysis, Job Search Strategies, Resumes and Cover Letters, Interviewing Techniques, Perfecting Applications, and additional customized workshops/webinars identified to meet the customer's needs.

Ongoing Staff Development and Cross-Training

All system partners invest in staff development focused on cross-training with partner programs, overall skill development, use labor market information to assist customers in career and training decisions, and collectively engage in the design of seamless service delivery. The Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established One-Stop Center policies, procedures, and the BFWDC approved WSCB Covid-19 Plan to provide quality services to job seekers and business customers.

Program Accessibility

Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and
- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

WSCB is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. The Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit

and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equitable access to WIOA Title 1 Adult program activities.

Business Services Team

The Business Services Team is comprised of representatives from all One-Stop partners within the WorkSource system. This team works together to increase business engagement, expand outreach efforts, and ensure employers can access a qualified applicant pool to meet their workforce demands. Representation from partners ensures communication and coordination of services for employers, the sharing of information among partner programs, and encourages discussions that affect strategies for employer outreach.

The Subrecipient shall participate in quarterly Business Services Team workgroups to serve employers through a coordinated business services plan including:

- Keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill in-demand occupations;
- Gain traction in requesting employers open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs;
- Facilitate interactions between employers and customers to meet employer staffing needs and fulfill the customer's goal of family-supporting employment.
- Designate a staff member to functionally co-lead the workgroup in partnership with the Employment Security Department (ESD).

C. PROGRAM RECRUITMENT AND ORIENTATIONS

Reaching priority populations (recipients of public assistance, other low-income individuals, individuals who are deficient in basic skills, veterans, and eligible spouses) and achieving performance outcomes begins with effective recruitment. The Subrecipient shall take WIOA Adult services to the community through a broad-based, targeted outreach effort in English and Spanish. Community outreach includes strong referral relationships with WSCB partners, social service agencies, and community-based organizations. The Subrecipient shall reach further into the community by utilizing a combination of social media, Flash Alert News, newsletters, flyers, emails, and GovDelivery as outlined in WSCB Branding and Social Media Procedure No. 2019-04. Recruitment for adults shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Additionally, staff shall provide information on apprenticeship programs, self-employment, and initial assessment opportunities.

D. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS

Customers must meet the following eligibility criteria for the WIOA Adult Program:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Age Eighteen (18) or older; and

- Registered for Selective Service for males 18 or older born on or after 1/1/1960, unless an exception is justified.

The Subrecipient shall use the table below that describes the order and rationale for enrollment prioritization based on the requirements in WIOA Section 134(c)(3)(E), 20 CFR 680.600, 20 CFR 680.650, TEGL 19-16, TEGL 10-09, and ESD WS System Policy 1019, Rev. 4. The Subrecipient shall require 100% eligibility verification documentation to be reviewed and approved by a supervisor or designee. For purposes of this section, the term "covered person(s)" refers to veterans and eligible spouses per priority of service for veterans. Priority requirements for the WIOA Title 1 Adult Program are as follows:

Priority	Mandatory Priority Group
First	Covered persons (veterans and eligible spouses) who are low income, recipients of public assistance, or basic skills deficient.
Second	Non-covered persons (neither a veteran or eligible spouse of a veteran) who are low-income (may include unemployed individuals), recipients of public assistance, or basic skills deficient.
Third	Covered persons (veterans and eligible spouses) who are not low-income and not basic skills deficient.
Fourth	Non-covered persons (neither a veteran or eligible spouse of a veteran) who are not low-income (may include unemployed individuals) are not recipients of public assistance, or not basic skills deficient.

Veterans and eligible spouses receive priority of service for all DOL-funded job training programs, including WIOA programs. Under WIOA, priority must be implemented regardless of the amount of funds available to provide services in our local area. The Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01 when determining eligibility.

E. INDIVIDUAL EMPLOYMENT PLAN

The Individual Employment Plan (IEP) shall begin with an interactive discussion between the customer and Subrecipient, resulting in a mutually developed plan. The Subrecipient shall develop an IEP at registration for each eligible customer based on the results of a comprehensive assessment which identifies, at a minimum, the customer's employment goals, the appropriate combination of service to achieve their employment goals, needs, barriers, training, and educational goals. The IEP shall focus on a career pathway that can provide a guide beyond initial employment. Once the IEP is developed, case notes shall document all services provided to the customer or when the customer's circumstances warrant a change. The Subrecipient shall follow BFWDC WIOA Individual Employment Plan Policy #2015-19.

F. INDIVIDUALIZED CAREER SERVICES

When the Subrecipient determines that individualized career services are appropriate for a customer to obtain employment, those services shall be made available by the Subrecipient including, but are not limited to:

- Comprehensive and specialized assessments of skill levels and service needs;
- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed for the customer to achieve their employment goals, including information about eligible training providers and career pathways to attain career objectives;
- Group and individual counseling and mentoring;
- Career planning (e.g., case management);
- Short-term pre-vocational services, including the development of communication skills, interview skills, punctuality, and professional conduct to prepare customers for unsubsidized employment or training;
- Internships and work experiences linked to careers;
- Workforce preparation activities that help a customer acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills, and other competencies necessary for the successful transition into and the completion of postsecondary education and training or employment;
- English language acquisition and integrated education and training programs;
- Out-of-area job search assistance and relocation assistance; and
- Financial literacy services.

Comprehensive case management begins when the Subrecipient determines that a job seeker requires individualized career services to attain employment and self-sufficiency. The Subrecipient shall utilize the Self-Sufficiency Calculator as the local criteria to determine whether employment leads to economic self-sufficiency.

G. WORK EXPERIENCE

The Subrecipient shall enhance the employability of a customer who has limited work history by providing short-term work experiences to develop good work habits and build work skills to demonstrate they can do a job. A Work Experience (WEX) helps the customer gain experience in their area of interest, obtain a letter of recommendation, create networking opportunities and boost their resume with real-world, job-specific skills. The Subrecipient shall follow BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a customer.

H. ASSESSMENTS PRIOR TO TRAINING

Standardized basic skills assessments are utilized prior to the expenditure of training funds to assure limited program dollars target the best outcomes for customers. The Subrecipient shall use assessment tools approved by the BFWDC to identify a customer's current skills, areas in need of improvement and determine remediation needs before establishing an Individual Training Account (ITA). To enhance alignment across partner programs, using previous assessments from other education or training programs is allowed for determining appropriate career and training services. The Subrecipient shall follow BFWDC WIOA Assessment Policy #2015-09 when utilizing assessments before authorizing training funds.

I. TRAINING SERVICES

The Subrecipient shall provide training services to customers if the customer is determined eligible, registered, and requires additional services to obtain employment. As part of the eligibility process, the customer must receive, at a minimum, an interview, evaluation or assessment, and career planning or other means to determine eligibility for WIOA funded training services. However, if career services are not provided before training, documentation must explain how the customer was determined eligible for training services.

J. INDIVIDUAL TRAINING ACCOUNTS

Customers interested in improving their vocational skills or gaining occupational certificates can engage in training opportunities targeting growth industries. The use of an Individual Training Accounts (ITA) provides customers with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITA's provide education and occupational skills to customers in need of training to prepare them for employment.

The Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. The Subrecipient shall work with customers to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training. Training plans are driven by labor market demand and lead to a clear path to employment. Case notes shall reflect combined resources from various funding sources applied to a customer's plan and specific WIOA dollars needed to achieve their goals. There is a local lifetime ITA limit of $7,000 per customer. The Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when establishing an ITA.

K. ON-THE-JOB TRAINING

On-the-Job Training (OJT) is an essential work-based learning option that the Subrecipient shall offer to local employers and job seekers. OJT puts unemployed individuals to work earning a wage while they receive training to address gaps in their skill set that hinders them from fully performing a job. For employers, OJT offers the opportunity to offset initial training costs associated with training a customer who does not possess all of the skills, training, education, and work experience required for the job while building organizational productivity as the customer learns job requirements. The Subrecipient may reimburse the employer up to 75% of the customer's wages while in an OJT. The duration shall be appropriate to the occupation for which the customer is receiving training and considers the training content, previous work experience, and service strategies. The Subrecipient shall only provide OJT opportunities to customers who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Subrecipient shall follow Local BFWDC WIOA On-the-Job Training Policy #2015-05 when developing an OJT opportunity for a customer.

L. ENTREPRENEURIAL TRAINING

The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training (also known as self-employment training) as reflected in RCW 50.62.030 (2). The Subrecipient shall provide the opportunity for all WIOA eligible customers to enroll in self-employment or entrepreneurial training programs on the same basis as they are provided the opportunity to enroll in other WIOA-funded training. WIOA-eligible training providers offering self-employment training are available on the state's ETPL. The Subrecipient shall follow BFWDC WIOA Self-Employment Policy #2015-07 when assisting a customer with entrepreneurial training.

M. APPRENTICESHIP

The Subrecipient shall partner with local labor organizations to refer and encourage program customers to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. The Subrecipient shall ensure customers are exposed to basic skills remediation, General Education Development (GED) attainment, and required academic education so they can be considered for apprenticeship training.

N. CO-ENROLLMENT BETWEEN CONTRACTS

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services, maximize flexibility and service delivery to eligible populations. The Subrecipient shall justify and document the customer's need and the services to be provided before co-enrollment. The Subrecipient shall identify and track the funding streams that pay the costs of services provided to individuals who are participating in programs concurrently and ensure no duplication of services. The customer must have a clear understanding of the programs in which they are participating. The Subrecipient shall use case notes to document the separation of services.

O. SUPPORTIVE SERVICES

Supportive services enable customers to participate in WIOA program activities such as training, school, work experience, and job search. Supportive services are not entitlements, and WIOA provides the following guidelines:

1. Supportive services may only be provided to individuals who are:
    a) Participating in career and training services as defined in WIOA Section 134 (c) (2) (3) and 20 CFR 680.910; and
    b) Unable to obtain supportive services through other programs or community resources providing such services (WIOA Section 134 (d) (2) (B)).
2. Supportive services are allowed as a component of follow-up services for WIOA adults that have completed the program to help them retain unsubsidized employment.
3. Supportive services may only be provided when they are necessary to enable customers to participate in Title I activities (WIOA Section 124 (d) (2) (A) and WIOA Section 3 (59)).

The Subrecipient shall provide support services to customers following BFWDC WIOA Support Services Policy #2015-02.

P. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each customer by the Subrecipient. The Subrecipient shall record case notes into Washington State's Management Information System (MIS) to provide evidence of services and activities provided to customers while enrolled in WIOA activities and support compliance with federal, state, and local policies. The Subrecipient shall follow BFWDC WIOA Case Note Policy #2015-14 to tell the story of the customer's participation while enrolled in the program.

Q. RETENTION AND FOLLOW-UP

The goal of follow-up services is to ensure job retention, wage gains, and career progression for customers placed in unsubsidized employment. If follow-up services are requested by customers and determined by the Subrecipient to be appropriate for those customers, follow-up services shall be provided for a period of up to 12 months. Follow-up services may include, but are not limited to, two-way exchanges between the employment specialist and either the customer or the customer's employer as follows:

- Provide individuals with additional career planning;
- Contact individuals or employers to verify employment;
- Counsel individuals about the workplace;
- Contact individuals or employers to help secure better-paying jobs;
- Contact individuals or employers to resolve work-related problems;
- Connect individuals to peer support groups;
- Provide individuals with information about additional educational or employment opportunities;
- Provide individuals with referrals to other community services. Individuals in need of such services will be informed of and referred to other government and community services such as Temporary Assistance for Needy Families (TANF), Department of Social and Health Services (DSHS), Community Action Committee (CAC), Goodwill, and other local resources available on 211info.org before receiving supportive services.

The Subrecipient shall follow BFWDC WIOA Adult and Dislocated Worker Follow-up Services Policy #2015-16 and record follow-up services into Washington State's MIS.

R. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

The Subrecipient shall upload all WIOA program participant documentation and accurately record participant demographics, services provided, and outcomes of services into the Washington State MIS, currently called Efforts to Outcomes (ETO). Services entered in the MIS must be recorded in a timely manner as outlined in WIN0082, Change 1, and align with the services defined in the WorkSource Service Catalog. The Subrecipient shall record case notes to support participant demographics, services provided, and outcomes of services in the MIS.

ESD and the state Workforce Development Council manage the WorkSource customer MIS. The Subrecipient shall ensure:

- At least one MIS user receives Train-the-Trainer training to become a certified WSCB ETO Trainer for the Adult program.
- At least one MIS user signs up and participates in regularly scheduled Training 12 calls to disseminate updates on MIS changes and improvements to WIOA program system users. Requests to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list must be sent to esdgpWSSteam@esd.wa.gov.

S. BFWDC AND WORKFORCE PROFESSIONALS CENTER POLICIES

The Subrecipient shall ensure program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WorkSource Information Notices (WIN), Training and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN). BFWDC policies can be found in the policy section of the BFWDC website, https://www.bentonfranklinwdc.com/policies, and state policies and guidance can be found on the Workforce Professionals Center website, https://wpc.wa.gov/wswa.

T. MINIMUM SPENDING LEVELS

The Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

U. WIOA ADULT PERFORMANCE MEASURES

The Subrecipient shall meet and is encouraged to exceed the BFWDC's Adult performance measures for Program Year 2021 set forth below.

Employment Rate 2nd Quarter after Exit – 75.6%

The percentage of adult program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 75.6% or greater.

Calculation Methodology: The number of adult participants who exited during the program year who:

1. Are identified as employed (using, for example, Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of adult participants who exited during the program year.

Employment Rate 4th Quarter after Exit – 76.2%

The percentage of adult program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 76.2% or greater.

Calculation Methodology: The number of adult participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**
2. The number of adult participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - $6,016
The total quarterly earnings for all customers employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected quarterly wage information values shall be listed in order, from the lowest to highest value. The median earnings value shall be at least $6,016.

Credential Attainment Rate 2nd Quarter after Exit – 66.4%
The percentage of adult program participants enrolled in an education or training program (excluding those in On-the -Job Training (OJT) and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 66.4% or greater.

Calculation Methodology: The number of adult participants who exited during the reporting period who:

1. Obtained a recognized postsecondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized postsecondary credential within one year after exit; **divided by**
3. The number of participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%
The percentage of adult program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 50% or greater.

Calculation Methodology: The number of adult program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized postsecondary credential or employment **and** are achieving measurable skill gains based on attainment of at least one gain; **divided by**

2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized postsecondary credential or employment.

V. TRAINING GOALS

The Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated training goals. The desired outcome is to meet these totals every quarter. Although 187 customers are required to be served in the program and receive services, only 50 or more are required to receive training services. The Subrecipient shall meet the following annual totals for training services.

PY21 Adult Training Services Quarterly Goals (Cumulative Totals)				
Training Services	**9-2021**	**12-2021**	**3-2022**	**6-2022**
Individual Training Account (ITA)	11	20	30	41
On-the-Job Training (OJT)	0	1	3	4
Work Experience (WEX)	0	1	3	4
Self-Employment	0	0	0	1
Total Training Services	11	22	36	50

W. ENROLLMENT AND EXIT GOALS

The Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated enrollment and exit goals. The desired outcome is to meet these totals every quarter. The Subrecipient shall meet the following annual totals for enrollments and exits.

PY21 Adult Enrollment & Exit Quarterly Goals (Cumulative Totals)					
Enrollments and Exits	**Carry-In**	**9-2021**	**12-2021**	**3-2022**	**6-2022**
Enrollments: Basic Services	0	0	0	0	0
Enrollments: Individualized Services	56	86	118	151	187
Enrollments: Training Services	10	19	28	37	46
Employed at Exit		15	31	62	105

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean 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.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Contract and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

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

1.7 Severability

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

2 SUBAWARDS

In the event the Subrecipient disburses any funding from this Contract to a sub-contractor, the Subrecipient shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this Contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

a. Individual;
b. Member of the immediate family;
c. Employing organization; or
d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends $750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

a. Related to the purpose of this Contract;
b. Required by law; or
c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
b. Retain records for non-expendable property for a period of three years after final disposition of the property;
c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;

e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
g. Comply with all other requirements of WIOA Title I Policy #5403.

10.3 Safeguarding of Client Information

Without prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over $100,000 in federal grants under this Contract, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable cost.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of $2000, and in excess of $2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

a. Subrecipient has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
b. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of $1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to provide services in performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - $1,000,000; General Aggregate - $2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: $300,000 per incident, loss or person. The Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance Policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including a sub-contract; and ii) any rights of copyright to which the Subrecipient, or a sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this Contract; and
d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of $2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act pf 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Subrecipient shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at http://doleta.gov/grants/resources.cfm.

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Subrecipient must not discriminate in any of the following areas:

a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
b. Providing opportunities in, or treating any person with regard to, such a program or activity; or
c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities.

> "WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
b. Complying with competition requirements of 2 CFR 200.319;
c. Following the proper method of procurement as identified in 2 CRF 200.320, including but not limited to following the simplified acquisition threshold;
d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and a useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over $10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of

negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. These reports must comply with WIOA Title I Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the BFWDC upon contract execution either a rate negotiated between Subrecipient and its cognizant entity, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a Subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the Subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded

in whole or in part by DOL.

30 VIOLATION OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) If any funds other than Federal 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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE On behalf of Cami Eakins CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/29/2021

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,

   D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE On behalf of Cami Eakins CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/29/2021

CONTRACTOR: **CAREER PATH SERVICES (CPS)**
PROGRAM TITLE: **ADULT**
PROGRAM YEAR: **PY21**

EFFECTIVE DATE: **7/1/2021**

Budget Line Item	Total
Salaries & Benefits	$ 300,142
Other Direct Costs	$ 56,046
Direct Participant Costs	$ 189,141
Indirect Costs	$ 108,051
Total	$ 653,380

Note: The Subrecipient shall expend a minimum of 90% of the contract budget

Exhibit F

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046,
Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty
(120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS

for

AGREEMENTS

under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

1.1. Termination or Suspension for Cause

In the event that the Benton Franklin Workforce Development Council (BFWDC) determines the subrecipient has failed to comply with the conditions of Agreement in a timely manner, BFWDC has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, BFWDC may, at its sole discretion, notify the subrecipient in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the subrecipient shall not obligate any additional funds under this Agreement and may be liable for additional remedies to BFWDC, including but not limited to, the repayment of disallowed costs.

BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the subrecipient or a decision by BFWDC to terminate this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the subrecipient: (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 the Agency provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit the subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the subrecipient under this Agreement.

1.2. Termination for Funding Reasons

BFWDC may unilaterally terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Subrecipient.

Agenda Summary Report (ASR)
Franklin County Board of Commissioners

DATE SUBMITTED: 10-14-2021	**PREPARED BY: Jessie Cardwell**
Meeting Date Requested: FC 11-2 BC 11-16	**PRESENTED BY:** Tiffany A. Scott
ITEM: (Select One) ☑ Consent Agenda	Brought Before the Board Time needed: n/a

SUBJECT / ISSUE: Contract between Benton-Franklin Workforce Development Council (WDC) and Career Path Services for Youth Program Services.

FISCAL IMPACT: Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to now provide resources to our sub-recipient, Career Path Services to provide direct participant services to low-income Youth job seekers in our community with a contract of $779,699.

BACKGROUND: This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. Clint Didier) appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners.

RECOMMENDATION: Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2021 in the amount of $779,699 for Youth Services.

COORDINATION: To date, WDC CEO, WDC CFO, WDC COO, WDC Board of Directors, Career Path Services CEO, Career Path Services COO, Benton County Deputy Prosecuting Attorney (Civil and the Franklin Prosecutor's Office (Civil). Moving forward, the Franklin County Commissioners and then the Benton County Commissioners.

ATTACHMENTS:

- Three Original Contracts-please sign and return all three to me, once fully executed one original will be sent back to Franklin Co. per your request for your records
- Scanned Electronic Document

HANDLING / ROUTING: **(Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)**

- Review and approval by Franklin Co. Commissioners
- Two Original Resolution and Three Original Contracts back to me please, thank you

I certify the above information is accurate and complete.

Tiffany A. Scott, CEO

CONTACT INFORMATION FOR YOUR REFERENCE:
Tiffany A. Scott, CEO
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C Kennewick, WA 99336
509.734.5993 tscott@bf-wdc.org

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF REVIEW OF SERVICE PROVDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2021 IN THE AMOUNT OF $779,699 FOR YOUTH SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000 indicates section II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Youth Services for PY21; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of $779,699 for Youth Services, effective July 1, 2021 through June 30, 2022, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton and Franklin County Commissioners.

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

Dated this……..day of……., 2021

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES

PY2021 TITLE I FORMULA: OUT-OF-SCHOOL YOUTH PROGRAM
CFDA 17.259 YOUTH, CONTRACT NO. BFWDC-PY21 OSY-CPS

This Contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local Contract subrecipient, hereinafter referred to as the Subrecipient.

1. TERMS & CONDITIONS

All activities and expenditures, pursuant to this Contract and all subsequent amendments, will be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. FEDERAL AWARD TERMS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Out-of-School Youth (OSY) Program– PY2021, incorporated herein by reference and available at the following link: https://wpc.wa.gov/grants/WIOA

3. CONTRACT MANAGEMENT

BFWDC Contract manager responsible for management of this Contract is:

Name: Cynthia N. Garcia
Title: Youth Programs Manager Equal Opportunity Office
Phone: 509-734-5986
Email: cgarcia@bf-wdc.org

Subrecipient Contract manager responsible for management of this Contract is:

Name: Kayci Loftus
Title: Director of Workforce Development
Phone: 509-734-5919
Email: kloftus@esd.wa.gov

4. PERIOD OF PERFORMANCE

This Contract will be in effect for the period commencing July 1, 2021, and ending June 30, 2022, unless terminated sooner as provided in Exhibit B, General Terms and Conditions or Exhibit G, Additional Terms and Conditions.

5. PAYMENTS

The total amount of payments under this Contract is limited to and many not exceed $779,699.

6. SUBRECIPIENT ACTIVITIES

Funds awarded under this Contract will be utilized by the Subrecipient to conduct required and allowable local activities, including program oversight activities for: Title I Youth program authorized under WIOA section 129(c); and the Youth and Young Adult Re-Engagement Center in our local area.

7. PROGRAM REPORTING

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. Monthly reports will be provided using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media or virtual communications, etc. These reports may include: information on the delivery of WIOA Title I services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

8. FEDERAL FUNDING INFORMATION AND AVAILABILITY

This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the subrecipient under this Contract will not be available at the start of the term of this Contract.

9. FORMULA CASH DRAW PROCEDURE

The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by Contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. MILEAGE REIMBURSEMENT RATES

Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2021 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile

Privately owned automobile	January 1, 2021	$0.56
Privately owned motorcycle	January 1, 2021	$0.54

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA OSY Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA title I subtitle B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

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

A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
C. USDOL-ETA Directives;
D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Youth – PY2021;
E. Workforce system policies and guidance promulgated by ESD;
F. Those Terms and Conditions as contained in this basic agreement instrument;
G. The General Terms and Conditions contained in Exhibit B and Additional Terms and Conditions contained in Exhibit G;
H. The Budget & Performance Planning Form attached hereto as Exhibit E; and
I. Any other provisions of this Agreement whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated:

Exhibit A-OSY Statement of Work
Exhibit B-General Terms and Conditions for Contracts under the Workforce Innovation and Opportunity Act (WIOA)
Exhibit C-Certification Regarding Lobbying
Exhibit D -Certification Regarding Debarment and Suspension
Exhibit E - PY21 OSY Budget
Exhibit F- Equal Opportunity is the Law
Exhibit G- Additional Terms and Conditions

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract .

BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

Tiffany A. Roth 10/4/21

CEO Date

CAREER PATH SERVICES

On behalf of Cami Eaking

9/29/2021

CEO Date

Received & Reviewed:

Chairman, Benton Co. Commissioners Date

Chairman, Franklin Co. Commissioners Date

Approved as to form:

Ryan K Braam 9/14/21

Benton Co. Deputy Prosecuting Attorney Date

10/14/21

Franklin Co. Deputy Prosecuting Attorney Date

Workforce Innovation and Opportunity Act (WIOA) Services for Out-of-School Youth

A. OVERVIEW

WIOA outlines a broad youth vision that supports an integrated service delivery system and provides a framework for local areas to leverage Federal, state, local, and philanthropic resources to support youth who need help to complete an educational program or find and hold employment.

The youth career development specialty center, Tri-Cities Futures (TC Futures), is located at 6816 W. Rio Grande Ave., Suite C110 in Kennewick near WorkSource Columbia Basin (WSCB), offers a personalized system of employment and training support for youth between the ages of 16-24.

Career Path Services, hereinafter referred to as the "Subrecipient," shall deliver WIOA Title I Youth services to customers, utilizing a combination of virtual or in-person services to align with the vision and mission of TC Futures and the Benton-Franklin Workforce Development Council's (BFWDC) Strategic Plan. Services shall be delivered through trained, competent staff with the skills, knowledge, and attitudes that are fundamental to all levels of customer service.

B. TC FUTURES SHARED RESPONSIBILITIES

The Subrecipient shall invest in an integrated system that shares common goals to deliver a seamless customer experience. The Subrecipient shall work with partners to meet the needs of customers and share the responsibility for moving the youth specialty center towards service delivery excellence by providing the following services:

Resource Services

Resource services are critical services that set the tone for each customer visit. The TC Futures service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. The Subrecipient shall provide staff to work in the resource area to deliver the full range of services needed to help customers obtain and retain employment. The Subrecipient shall provide resources that include, but are not limited to:

- A warm welcome to customers entering the specialty center;
- Initial assessment of the customer's skills, education, and career objectives to determine the customer's needs and next steps;
- An orientation to TC Futures center, including educating and referring customers to services, referrals to workshops, and general labor market information;
- Assistance navigating the WorkSourceWA.com website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, research training opportunities;
- Access to Unemployment Insurance information;

The Benton-Franklin Workforce Development Council, TC Futures, and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Work-Readiness Workshops and/or Webinars Facilitation

Subrecipient shall share the responsibility of facilitating high-quality and interactive work-readiness workshops and/or webinars to youth.

Ongoing Staff Development and Cross-Training

The Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established TC Futures policies, procedures, and the BFWDC approved Covid-19 Plan to provide quality services to job seekers and business customers.

C. PROGRAM ACCESSIBILITY

All WIOA Title I financially assisted programs and activities must be programmatically accessible. Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and
- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

TC Futures is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. The Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equal access to WIOA Title 1 youth program activities.

D. PROGRAM RECRUITMENT AND ORIENTATIONS

Reaching priority populations (recipients of public assistance, low-income individuals, basic skills deficient individuals, veterans, and eligible spouses) and achieving performance outcomes begins with effective recruitment. The Subrecipient shall take WIOA youth services to the community through a broad-based, targeted affirmative outreach effort. Community outreach includes strong referral relationships with Educational Service District 123 (ESD123), WSCB partners, and community-based organizations. The Subrecipient shall reach further into the community by utililizing a combination of social media, Flash Alerts News, newsletters, flyers, emails, and

GovDelivery. Recruitment for youth and young adults shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements.

E. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS

Individualized career services require eligibility determination and registration into the WIOA Out-of-School Youth (OSY) Program. The Subrecipient shall conduct intake and require 100% eligibility verification documentation to be reviewed and approved by a supervisor or designee.

The Subrecipient shall determine OSY Program eligibility compliance with WIOA Section 129 (a)(C), local BFWDC WIOA Policy #2015-01 Eligibility, and WorkSource Information Notice (WIN) 0109, which authorizes temporary flexibility with WIOA Title I-B verbal self-attestation and remote eligibility documentation and registration requirements during the COVID-19 emergency, and ensure the customer is:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Not attending school as defined by state law under RCW 28.1.175.100;
- Age 16 through 24;
- Selective Service Registration (males who are 18 or older and born on or after January 1, 1960), unless an exception is justified; **and**
- Meet one or more of the following:

Category 1	A school dropout per WIOA Section 3(54)
Category 2	A youth who is within the age of compulsory school attendance (for the purpose of WIOA, that encompasses 16-17 years old) but has not attended school for at least the most recent complete school year calendar quarter
Category 3	A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient or an English language learner
Category 4	An individual who is subject to the juvenile or adult justice system
Category 5	A homeless individual (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), or a runaway
Category 6	An individual in foster care or has aged out of foster care system or who has attained the age of 16 years of age and left foster care for kinship guardianship or adoption; a child eligible for assistance under Section 477 of the Social Security Act (42 U.S.C. 677) or in an out of home placement
Category 7	An individual who is pregnant or parenting
Category 8	A youth who is an individual with a disability

Category 9	A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment and meets one or more of the following categories: • Immigrant or refugee • Migrant family or migrant/seasonal farmworker status • Gang involved/affiliated/affected • Substance abuse (Personal/Family) • Victim of domestic violence/Sexual or child abuse • Lacking stable/affordable housing • Lacking a significant or positive work history • Residing in an area with high rates of poverty or crime • Family history of chronic unemployment

Priority of Service

- Priority of service entitles eligible veterans or spouses to enrollment for services before eligible non-covered persons.
- WIOA Section 134 (c)(3)(E) states that priority for individualized career services and training services must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

F. OBJECTIVE ASSESSMENT

To be enrolled in the WIOA OSY program, the customer must receive an objective assessment. The objective assessment is a crucial tool used to gather information about the participant's basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, developmental needs, and strengths. The Subrecipient shall use this information to identify the appropriate combination of services the participant needs to work towards a career pathway to develop an Individual Service Strategy (ISS).

The objective assessment shall be an ongoing process to enable the Subrecipient to evaluate how effective services are in meeting needs and ensuring flexibility in adapting service delivery strategies to youth's needs and employment goals.

G. INDIVIDUAL SERVICE STRATEGY (ISS) PLAN

The ISS begins with an interactive discussion between the participant and Subrecipient, resulting in a mutually developed plan. The Subrecipient shall develop an ISS for each eligible participant based on the results of an objective assessment. The ISS must be directly linked to one (1) or more of the performance indicators mentioned on page 13 and identify career pathways that include:

- Education and employment goals (including, in appropriate circumstances, nontraditional employment):
- Appropriate achievement objectives; and
- Appropriate services for the participant considering the results of the objective Assessment.

Subrecipient shall develop the ISS with the participant, and case notes shall document the ongoing services provided, participant's progress, activities completed, benchmark reached, and any other accomplishments. The Subrecipient shall follow local Benton-Franklin Workforce Development Council (BFWDC) WIOA Individual Service Strategy Plan Policy #2015-19.

H. 14 PROGRAM ELEMENTS

Along with intake, eligibility, objective assessment, and development of ISS, the Subrecipient shall make each of the following program elements available to eligible participants:

1. **Tutoring** – Provides study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to the completion of the requirements for a secondary school diploma or its equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or a recognized post-secondary credential. Tutoring services focus on:
   - providing academic support;
   - helping youth identify areas of academic concern;
   - assisting with overcoming learning obstacles; and
   - providing tools and resources to develop learning strategies;
   - study skills training, and instruction provided one-on-one, in a group setting, through resources and workshops.

2. **Alternative Secondary School Services, or Dropout Recovery Services** – Assist youth who have struggled in traditional secondary education utilizing basic education skills training, individualized academic instruction, English as a Second Language training, counseling, and educational plan development.

   For Dropout Recovery Services, assist youth who have dropped out of school with credit recovery, counseling, and educational plan development. While such activities may overlap, each helps youth to re-engage and continue in education that leads to the completion of a recognized high school equivalent.

   When a participant between the ages of 16-20 has determined that a General Equivalency Diploma (GED) is the best educational option, the Subrecipient shall immediately connect the participant to the Open Doors High School Re-engagement program to ensure other community resources are utilized before using WIOA financial resources. Participants shall receive wrap-around support services to help them achieve their secondary completion goals and successfully navigate the transition to post-secondary education and/or employment.

The Subrecipient shall thoroughly document the case for OSY designation when youth participants in dropout re-engagement programs are enrolled in school.

3. **Paid and Unpaid Work Experience** - Enhance the employability of a participant who has limited work history by providing short-term work experiences to develop good work habits and build work skills to demonstrate they can do a job. Paid and Unpaid Work Experiences help the participant gain experience in their area of interest, obtain a letter of recommendation, create networking opportunities, and boost their resume with real-world job-specific skills. The Subrecipient shall follow local BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a participant. Below are the types of Work Experiences:

   - Paid and Unpaid Work Experience with Academic/Education Component-**Internships or employment opportunities;**
   - Paid and Unpaid Work Experience with Academic/Education Component-**Job Shadowing; On-the-Job Training Opportunities;**
   - Paid and Unpaid Work Experience with Academic/Education Component-**On-the-Job Training Opportunities;**
   - Paid and Unpaid Work Experience with Academic/Education Component-**Pre-Apprenticeship Programs;**

   At least 20 percent of local youth formula funds must be used for paid and unpaid work experiences. Subrecipient must track program funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the BFWDC WIOA youth financial reporting. Leveraged resources cannot count toward the expenditure requirement.

4. **Occupational Skills Training –** Participants interested in improving their vocational skills or gaining occupational certificates can engage in training opportunities targeting growth industries. The Subrecipient shall utilize Individual Training Accounts (ITA) to provide participants with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITA's are designated to provide education and skills to participants in need of training to prepare them for employment.

   The Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. The Subrecipient shall work with participants to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training. Training plans driven by labor market demand and lead to a clear path to employment. The ISS and associated ITA shall reflect combined resources from various funding sources applied to a participant's plan and specific WIOA dollars needed to achieve goals. There is a local lifetime limit lifetime ITA

limit of $7,000 per participant. The Subrecipient shall follow local BFWDC WIOA Policy #2015-04 Individual Training Accounts when providing this training service.

Standardized basic skills assessments are utilized before the expenditure of training funds to assure limited program dollars target the best outcomes for participants. The Subrecipient shall use assessment tools approved by the BFWDC to identify a participant's current skills and areas in need of improvement, and determine remediation needs before establishing an ITA. To enhance alignment across partner programs, using previous assessments from other education or training programs is allowed for determining appropriate career and training services. The Subrecipient shall follow local BFWDC WIOA Assessment Policy #2015-09.

5. **Education Offered Concurrently with Workforce Preparation and Occupational Training-** The Subrecipient shall ensure that education is offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

6. **Leadership Development Opportunities** - The Subrecipient shall encourage responsibility, confidence, employability, self-determination, and other positive social behaviors. Examples of leadership development include:
   - Exposure to post-secondary educational possibilities;
   - Community and service-learning projects;
   - Peer-centered activities including peer mentoring and tutoring;
   - Organizational and teamwork training, including team leadership training;
   - Training in decision making, including determining priorities; and
   - Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources.

7. **Support Services** - Enable the participant to participate in WIOA program activities and transition to self-sufficiency. The Subrecipient shall use the self-sufficiency calculator to assist the participant in budget planning to determine their needs to complete their training plan and job search successfully. The Subrecipient shall assist the participant in identifying gaps and locating resources to close these gaps. All support services allowed by law shall be used to remove or neutralize barriers to participation and employment.

   Only after the Subrecipient cannot obtain supportive services through other programs or community resources shall WIOA funded supportive services be used to assist the participant. Supportive services can be used to purchase items and services related to employment, education, and training. Types of Supportive Services include:
   - Linkages to community services;
   - Assistance with transportation;
   - Assistance with childcare and dependent care;
   - Assistance with housing;

- Needs-related payments (youth ages 18-24 only);
- Assistance with educational testing;
- Reasonable accommodations for youth with disabilities;
- Legal aid services;
- Referrals to health care;
- Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in post-secondary education classes; and
- Payments and fees for employment and training-related applications, tests, and certifications.

The Subrecipient shall provide support services to participants following local BFWDC WIOA Support Services Policy #2015-02.

8. **Adult Mentoring** - The Subrecipient shall connect participants to adult mentors that offer guidance, support, and encouragement to develop the competence and character of the youth. Workplace mentoring matches youth with an employer or employee of a company to provide:
   - At least 12 months of mentoring and may take place both during the program and following exit from the program;
   - A formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee; and
   - Group mentoring activities and mentoring through electronic means are allowable as part of mentoring activities. At a minimum, the local youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis.

9. **Follow-up Services** - The Subrecipient shall provide follow-up services to youth that align with their individual service strategies for a minimum of twelve (12) months (unless the participant declines to receive follow-up services or the participant cannot be located or contacted). Follow-up services are critical services provided following a participant's exit from the program to help ensure the participant is successful in employment and/or post-secondary education and training. Follow-up services include the following program elements:

   - Financial Literacy Education;
   - Labor Market Information Services;
   - Mentoring;
   - Other Follow-Up assistance with Work-related problems;
   - Post-secondary Preparation and Transition Activities;
   - Supportive Services.

The Subrecipient shall use the State's Management Information System (MIS), currently the Efforts to Outcome (ETO), or its successor to record all follow-up services. The Subrecipient shall follow local BFWDC Youth Follow-up Service Policy #2015-15.

10. **Comprehensive Guidance and Counseling** - The Subrecipient shall provide individualized counseling to participants, refer them to partner programs, and coordinate with program partners to ensure continuity of services. This includes drug and alcohol abuse counseling, mental health counseling, and referral to partner programs, as appropriate.

11. **Financial Literacy Education** - The Subrecipient shall provide participants with the knowledge and skills they need to achieve long-term financial stability. The financial literacy education activities include the following:

    - Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;
    - Support participants in learning to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
    - Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;
    - Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;
    - Educate participants about identity theft, ways to protect themselves from identify theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;
    - Support activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials;
    - Support activities that address the particular financial literacy needs of youth with disabilities, including connecting them to benefits planning and work incentives counseling;
    - Provide financial education that is age-appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
    - Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, and relevant strategies and channels, including, where possible, timely and customized information, guidance, tools, and instruction.

12. **Entrepreneurial Skills Training** - Helps participants develop the skills associated with entrepreneurship, such as the ability to take the initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas. Examples of approaches to teaching entrepreneurial skills include:
    - Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and may include simulations of business start-up and operations;
    - Enterprise development provides supports and services that incubate and help youth develop their businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants needed to begin business operations and by providing more individualized attention to the development of viable business ideas;
    - Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve developing a youth-run business that young people participating in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.

    The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training, as reflected in RCW 50.62.030 (2). The Subrecipient shall notify all WIOA eligible participants of the availability of self-employment assistance and entrepreneurial training in their Workforce Development Area (WDA) and provide such assistance and training to those eligible individuals that request it. The Subrecipient shall follow local BFWDC WIOA Self-Employment Policy #2015-07 when assisting a participant with entrepreneurial training and self-employment.

13. **Services that Provide Labor Market and Employment Information** - The Subrecipient shall provide career awareness, career counseling, and career exploration services. Labor market information also identifies employment opportunities and provides knowledge of job market expectations, including education and skill requirements and potential earnings. User-friendly tools and applications are available at ESD Labor Market Information Website to provide labor market and career information to youth. This tool can be used to help youth make appropriate decisions about education and careers.
    - **Career awareness** begins the process of developing knowledge of the variety of careers and occupations available, their skill requirements, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors.
    - **Career counseling** or guidance provides advice and support in making decisions about what career paths to take. Career counseling services may include providing information about resume preparation, interview skills, potential opportunities for

job shadowing, and the long-term benefits of post-secondary education and training (e.g., increased earning power and career mobility).

14. **Post-secondary Preparation and Transition Activities** - The Subrecipient shall help participants prepare for and transition to post-secondary education and training. These services include helping youth explore post-secondary education options, including technical training schools, community colleges, 4-year colleges and universities, and Registered Apprenticeship programs. Examples of other post-secondary preparation and transition activities include:
    - Exploring post-secondary education options;
    - Assisting youth to prepare for SAT/ACT testing;
    - Assisting with college admission applications;
    - Searching and applying for scholarships and grants;
    - Filling out the proper Financial Aid applications and adhering to changing guidelines;
    - Connecting youth to post-secondary education programs.

I. APPRENTICESHIPS

The Subrecipient shall partner with local labor organizations to refer and encourage program participants to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have prerequisites to enter the program, which include educational skills criteria. The Subrecipient shall ensure participants are exposed to basic skills remediation, GED attainment, and required academic education so that they can be considered for apprenticeship training.

J. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each participant by the Subrecipient. The Subrecipient shall record case notes into Washington State's MIS to provide evidence of services and activities provided to participants while enrolled in WIOA activities and support compliance with federal, state, and local policies. The Subrecipient shall follow local BFWDC WIOA Case Notes Policy #2015-14.

K. REFERRAL PROCESS

Subrecipient shall be responsible for assuring that effective, customer-friendly referrals occur between TC Futures staff and community partners. To achieve seamless, efficient, and customer-focused services:

- Customers seeking services shall be assessed for interests and needs and provided information on the full range of services available at TC Futures;
- Customer referrals to partners at TC Futures shall be facilitated in person, by phone, written, or electronic means;

- Customer referral information shall be recorded in the State's MIS to ensure that the referral is maintained as part of the customer's permanent services history. Documentation includes:
    - Identified customer needs/basis for referral (what factors prompted the staff person to initiate the referral, customer circumstances/needs).
    - Date of referral.
    - Agency acceptance of referral/date of the planned meeting with customers.
    - Referral outcome and/or next steps.

L. CO-ENROLLMENT BETWEEN CONTRACTS

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services and placement support needs. The Subrecipient shall justify and document the customer's need and the services provided prior to co-enrollment. No duplication of services is allowed. The customer must have a clear understanding of the programs in which they are participating. The Subrecipient shall use case notes to document the separation of services.

M. EXPAND PARTNERSHIPS

The Subrecipient shall work with the Business Service Team located at WSCB to increase business engagement, expand outreach efforts, and ensure employers can access a qualified applicant pool to meet their workforce demands. Under WIOA, employers are primary customers. The Subrecipient shall keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill demand occupations.

The Subrecipient shall engage employers, business associations, secondary and post-secondary education partners, private training providers, apprenticeship programs, chambers of commerce, community partners, and other workforce and economic development groups to supply the talent businesses need. These relationships will enable the Subrecipient to identify candidates who can become job-ready through Work-Based Learning (WBL) or short-term training.

Employer involvement includes speaking to trainees to bring industry-based rigor and relevance to the learning process. The Subrecipient shall gain traction in requesting employers open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs. The Subrecipient shall be adept in facilitating these interactions between employers and customers to meet employer staffing needs and fulfill our customer's goal of family-supporting employment.

N. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

The Subrecipient shall upload all WIOA program participant documentation and accurately record participant demographics, services provided, and outcomes of services into the Washington State MIS, which is currently Efforts to Outcomes (ETO). Services entered in the MIS

must be recorded in a timely manner and align with the services defined in the WorkSource Service Catalog. The Subrecipient shall use case notes to support the demographics, services, and outcomes recorded in MIS.

The Subrecipient shall ensure:

- At least one MIS user receives Train-the-Trainer training to become a certified ETO Trainer for the OSY program.
- At least one MIS user signs up and participates in regularly scheduled Training Twelve (12) calls to disseminate updates on MIS changes and improvements to WIOA program system users. Requests to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list must be sent to esdgpWSSteam@esd.wa.gov

O. BFWDC AND WORKFORCE PROFESSIONALS CENTER WEBSITES

The Subrecipient shall ensure youth program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WorkSource Information Notices (WIN), Training and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN)).

BFWDC policies can be found in the policy section of the BFWDC website, and state policies and guidance can be found on the Workforce Professionals Center website.

P. MINIMUM SPENDING LEVELS

The Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

Q. WIOA OSY PERFORMANCE MEASURES

The Subrecipient shall meet and is encouraged to exceed the BFWDC's performance measures for Program Year 2021 set forth below.

Employment Rate 2nd Quarter After Exit– 67.1%

The percentage of OSY program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 67.1% or greater.

Calculation Methodology: The number of OSY participants who exited during the program year who:

1. Are identified as employed (using, for example, an Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of OSY participants who exited during the program year.

Employment Rate 4th Quarter After Exit – 67.1%

The percentage of OSY program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 67.1% or greater.

Calculation Methodology: The number of OSY program participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**
2. The number of OSY program participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - $3,804

The total quarterly earnings for all customers employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected quarterly wage information values shall be listed in order, from the lowest to highest value. The median earnings value shall be at least $3,804.

Credential Attainment Rate 2nd Quarter After Exit – 66.3%

The percentage of OSY program participants enrolled in an education or training program who attained a recognized post-secondary credential or secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 66.3% or greater.

Calculation Methodology: The number of OSY participants who exited during the reporting period who:

1. Obtained a recognized post-secondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized post-secondary credential within one year after exit; **divided by**
3. The number of participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%

The percentage of youth program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 50% or greater.

Calculation Methodology: The number of youth program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized post-secondary credential or employment **and** are achieving measurable skill gains based on attainment of at least one gain; **divided by**
2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized post-secondary credential or employment.

R. TRAINING GOALS

The Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress toward attaining negotiated training goals. The desired outcome is to meet these totals on a quarterly basis. Although 230 participants are required to be served in the program and receive services, only 110 or more are required to receive training services. The nature of the training services required to be offered is set forth below.

PY21 Youth Training Services Quarterly Targets (Cumulative Totals)				
	9-2021	12-2021	3-2022	6-2022
Individual Training Account (ITA)	5	13	22	30
On-the-Job Training (OJT)	1	3	5	8
Work Experience (WEX)	6	16	28	42
General Equivalency Diploma (GED)	5	15	22	30
Total Training Services	17	47	77	110

S. ENROLLMENTS AND EXITS

The Subrecipient is required to meet the following annual totals for enrollments and exits. The desired outcome is to meet these totals on a quarterly basis. The Subrecipient shall provide monthly performance reporting, which identifies progress toward attainment of performance measures related to negotiated enrollments and exits.

PY21 Youth Enrollment & Exit Quarterly Targets (Cumulative Totals)				
	9-2021	12-2021	3-2022	6-2022
Carry-in Registrations	81	81	81	81
New Registrations	34	70	112	149
Total Registrations	115	151	193	230
Total Employed at Exit	15	40	70	120

Total Post-Secondary Exits	3	3	6	9
Total Exits	18	43	76	129

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean 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.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Contract and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

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

1.7 Severability

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

2 SUBAWARDS

In the event the Subrecipient disburses any funding from this Contract to a sub-contractor, the Subrecipient shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this Contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

a. Individual;
b. Member of the immediate family;
c. Employing organization; or
d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends $750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

a. Related to the purpose of this Contract;
b. Required by law; or
c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
b. Retain records for non-expendable property for a period of three years after final disposition of the property;
c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;

e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
g. Comply with all other requirements of WIOA Title I Policy #5403.

10.3 Safeguarding of Client Information

Without prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over $100,000 in federal grants under this Contract, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable cost.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of $2000, and in excess of $2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

a. Subrecipient has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
b. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of $1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to provide services in performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - $1,000,000; General Aggregate - $2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract;and
b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: $300,000 per incident, loss or person. The Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance Policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including a sub-contract; and ii) any rights of copyright to which the Subrecipient, or a sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this Contract; and
d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of $2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act pf 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Subrecipient shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at http://doleta.gov/grants/resources.cfm.

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Subrecipient must not discriminate in any of the following areas:

a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
b. Providing opportunities in, or treating any person with regard to, such a program or activity; or
c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities.

> "WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
b. Complying with competition requirements of 2 CFR 200.319;
c. Following the proper method of procurement as identified in 2 CRF 200.320, including but not limited to following the simplified acquisition threshold;
d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and a useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over $10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of

negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. These reports must comply with WIOA Title I Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the BFWDC upon contract execution either a rate negotiated between Subrecipient and its cognizant entity, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a Subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the Subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded

in whole or in part by DOL.

30 VIOLATION OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) If any funds other than Federal 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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE On behalf of Cami Eakins CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/29/2021

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,

   D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE On behalf of Cami Eakins CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/29/2021

EXHIBIT E
OSY Budget

SUBRECIPIENT **CAREER PATH SERVICES**
PROGRAM TITLE: **OUT-OF-SCHOOL YOUTH**
PROGRAM YEAR: **PY21**

EFFECTIVE DATE: **7/1/2021**

Budget Line Item	Total
Salaries & Benefits	$ 362,732
Other Direct Costs	$ 22,872
Direct Participant Costs	$ 263,511
Indirect Costs	$ 130,584
Total	$ 779,699

Note: The Subrecipient shall expend a minimum of 90% of the contract budget

Exhibit F

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046,
Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty
(120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS

for

AGREEMENTS

under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

1.1. Termination or Suspension for Cause

In the event that the Benton Franklin Workforce Development Council (BFWDC) determines the subrecipient has failed to comply with the conditions of Agreement in a timely manner, BFWDC has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, BFWDC may, at its sole discretion, notify the subrecipient in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the subrecipient shall not obligate any additional funds under this Agreement and may be liable for additional remedies to BFWDC, including but not limited to, the repayment of disallowed costs.

BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the subrecipient or a decision by BFWDC to terminate this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the subrecipient: (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 the Agency provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit the subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the subrecipient under this Agreement.

1.2. Termination for Funding Reasons

BFWDC may unilaterally terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Subrecipient.

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 10-14-2021	**PREPARED BY: Jessie Cardwell**
Meeting Date Requested: FC 11-2 BC 11-16	**PRESENTED BY:** Tiffany A. Scott
ITEM: (Select One) ☑ Consent Agenda	Brought Before the Board Time needed: n/a

SUBJECT / ISSUE: Contract between Benton-Franklin Workforce Development Council (WDC) and Career Path Services for Dislocated Worker Program Services.

FISCAL IMPACT: Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to now provide resources to our sub-recipient, Career Path Services to provide direct participant services to low-income Dislocated Worker job seekers in our community with a contract of $977,227.

BACKGROUND: This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. Clint Didier) appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners.

RECOMMENDATION: Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2021 in the amount of $977,227 for Dislocated Worker Services.

COORDINATION: To date, WDC CEO, WDC CFO, WDC COO, WDC Board of Directors, Career Path Services CEO, Career Path Services COO, Benton County Deputy Prosecuting Attorney (Civil and the Franklin Prosecutor's Office (Civil). Moving forward, the Franklin County Commissioners and then the Benton County Commissioners.

ATTACHMENTS:

- Three Original Contracts-please sign and return all three to me, once fully executed one original will be sent back to Franklin Co. per your request for your records
- Scanned Electronic Document

HANDLING / ROUTING: **(Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)**

- Review and approval by Franklin Co. Commissioners
- Two Original Resolution and Three Original Contracts back to me please, thank you

I certify the above information is accurate and complete.

Tiffany A. Scott, CEO

CONTACT INFORMATION FOR YOUR REFERENCE:
Tiffany A. Scott, CEO
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C Kennewick, WA 99336
509.734.5993 tscott@bf-wdc.org

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF REVIEW OF SERVICE PROVDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2021 IN THE AMOUNT OF $977,227 FOR DISLOCATED WORKER SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000 indicates section II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services for PY21; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of $977,227 for Dislocated Worker Services, effective July 1, 2021 through June 30, 2022, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton and Franklin County Commissioners.

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

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

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES

PY2021 TITLE I FORMULA: DISLOCATED WORKER PROGRAM
17.278 DISLOCATED WORKER
CONTRACT NO. BFWDC-PY21 DW-CPS

This contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local contract subrecipient, hereinafter referred to as the Subrecipient.

1. **TERMS & CONDITIONS**
All activities and expenditures, pursuant to this Contract and all subsequent amendments, will be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. **FEDERAL AWARD TERMS**
All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program-PY2021, incorporated herein by reference and available at the following link: https://wpc.wa.gov/grants/WIOA.

3. **CONTRACT MANAGEMENT**
BFWDC contract manager responsible for management of this Contract is:

Name: Diana Hamilton
Title: Workforce Programs Manager
Phone: 509-734-5987
Email: dhamilton@bf-wdc.org

Subrecipient Contract manager responsible for management of this Contract is:

Name: Kayci Loftus
Title: Director of Workforce Development
Phone: 509-734-5919
Email: kloftus@esd.wa.gov

4. **PERIOD OF PERFORMANCE**

This Contract will be in effect for the period commencing July 1, 2021, and ending June 30, 2022, unless terminated sooner as provided in Exhibit B, General Terms and Conditions or Exhibit G, Additional Terms and Conditions.

5. **PAYMENTS**
Payments to the Subrecipient by the BFWDC for services performed prior to October 1, 2021, may not exceed $244,307 and the total amount of payments under this Contract is limited to and may not exceed $977,227.

6. **SUBRECIPIENT ACTIVITIES**
Funds awarded under this Contract will be utilized by the Subrecipient to conduct required and allowable local activities, including program oversight activities for: the local Title I Dislocated Worker program authorized under WIOA section 129(c); local employment and training activities provided by the local Title I Dislocated Worker program authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

This Agreement designates the Subrecipient as an entity designated by the BFWDC for the provision of Rapid Response Activities, pursuant to the definition in WIOA section 3(51). Subrecipient may use the Dislocated Worker subaward (CFDA 17.278) to convene required local Rapid Response partners and provide Rapid Response services to businesses and impacted individuals, pursuant to 20 CFR 682.330 and 682.340.

7. **PROGRAM REPORTING**
Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. Monthly reports will be provided using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media or virtual communications, etc. These reports may include information on the delivery of WIOA Title I services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

8. **FEDERAL FUNDING INFORMATION AND AVAILABILITY**
This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the subrecipient under this Contract will not be available at the start of the term of this Contract.

9. **FORMULA CASH DRAW PROCEDURE**
The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. **MILEAGE REIMBURSEMENT RATES**
Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related

to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2021 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	January 1, 2021	$0.56
Privately owned motorcycle	January 1, 2021	$0.54

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Dislocated Worker Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA title I subtitle B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

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

A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
C. USDOL-ETA Directives;
D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker– PY2021;
E. Workforce system policies and guidance promulgated by ESD;
F. Those Terms and Conditions as contained in this basic contract instrument;
G. The General Terms and Conditions contained in Exhibit B and Additional Terms and Conditions contained in Exhibit G;
H. The Budget Line Item Form attached hereto as Exhibit E; and
I. Any other provisions of this Contract whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated:

Exhibit A	Dislocated Worker Statement of Work
Exhibit B	General Terms and Conditions for Contracts under the Workforce Innovation and Opportunity Act (WIOA)
Exhibit C	Certification Regarding Lobbying
Exhibit D	Certification Regarding Debarment and Suspension
Exhibit E	PY21 Budget Line Item
Exhibit F	Equal Opportunity is the Law
Exhibit G	Additional Terms and Conditions

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal

restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

CEO — Date 10/14/21

CAREER PATH SERVICES

On behalf of Cami Eakins, CEO

CEO — Date 9/29/2021

Received & Reviewed:

Chairman, Benton Co. Commissioners — Date

Chairman, Franklin Co. Commissioners — Date

Approved as to form:

Benton Co. Deputy Prosecuting Attorney — Date 9/14/21

Franklin Co. Deputy Prosecuting Attorney — Date 10/14/21

Workforce Innovation and Opportunity Act Services for Dislocated Workers

A. OVERVIEW

Under the Workforce Innovation and Opportunity Act (WIOA), local partners share common performance goals and collaborate in developing and implementing a One-Stop delivery system where services are designed using job seeker and employer feedback to support:

- A seamless customer-focused service delivery network
- Leveraging resources for maximum efficiency
- Continuous quality improvement

Human-Centered Design (HCD) is the problem-solving approach used at WorkSource Columbia Basin (WSCB) to determine the needs of the customer and design high-quality customized services to improve the customer's experience. Through this system, eligible dislocated workers (as defined in WIOA Section 3 (2)) can access services organized into basic and individualized career services, training services, and post-program follow-up services (as defined in WIOA Section 134 (c) (2) (A) (i)-(xi)).

Subrecipient shall deliver customer services, both virtually and in-person, in a manner that supports the One-Stop delivery system and the Benton-Franklin Workforce Development Council's (BFWDC) Strategic Plan. These services shall be delivered through trained, competent staff with the skills, knowledge, and attitudes that are fundamental to all levels of customer service.

B. WORKSOURCE COLUMBIA BASIN SHARED RESPONSIBILITIES

Subrecipient shall share the responsibility for moving the One-Stop Center towards service delivery excellence by providing the following services:

Guest Resource Services

Guest Resource Services (GRS) are critical services that set the tone for each customer visit. The WSCB service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. Each WSCB partner contributes representatives to provide front-end services for a seamless customer experience and work towards performance outcomes aligned with shared goals. Subrecipient shall provide staff to work the front-end of the center to deliver the full range of accessible and equitable services to help customers obtain and keep employment under the direction of the functional GRS Program Manager. Subrecipient shall provide GRS services that include, but are not limited to:

- A warm welcome to customers entering the center;
- Initial assessment of the customer's skills, education and career objectives to determine the customer's needs and next steps;
- An orientation to the WorkSource center, including educating and referring customers to WSCB services, workshops, and general labor market information;

- Assistance navigating the WorkSourceWA.com website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, research training opportunities;
- Access to Unemployment Insurance information;
- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, faxes, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Workshop and Webinar Facilitation

Subrecipient shall share the responsibility of facilitating high-quality, interactive job search workshops and webinars for job seekers at WSCB, including Skills and Abilities Analysis, Job Search Strategies, Resumes and Cover Letters, Interviewing Techniques, Perfecting Applications, or additional customized workshops and webinars to meet the customer's needs.

Ongoing Staff Development and Cross-Training

All system partners invest in staff development focused on cross-training with partner programs, overall skill development, labor market information to assist customers in career and training decisions and collectively engage in the design of seamless service delivery. Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established One-Stop Center policies, procedures, and the BFWDC approved WSCB Covid-19 Plan to provide quality services to job seekers and business customers.

Program Accessibility

Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and
- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

WSCB is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equitable access to WIOA Title 1 Dislocated Workers program activities.

Business Services Team

The Business Services Team is comprised of representatives from all One-Stop partners within the WorkSource system. This team works together to increase business engagement, expand outreach efforts, and assist employers in accessing a qualified applicant pool to meet their workforce demands. Representation from partners ensures communication and coordination of services for employers, the sharing of information among partner programs, and encourages discussions that affect strategies for employer outreach.

Subrecipient shall participate in quarterly Business Services Team workgroups to serve employers through a coordinated business services plan including:

- Keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill in-demand occupations;
- Gain traction in requesting employers open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs;
- Facilitate interactions between employers and customers to meet employer staffing needs and fulfill the customer's goal of family-supporting employment.
- Designate a staff member to functionally co-lead the workgroup in partnership with the Employment Security Department (ESD).

C. EXPANDING PARTNERSHIPS

Subrecipient shall work to connect with new local businesses and build upon already established relationships. Under WIOA, employers are the primary customer. Subrecipient shall keep up to date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill demand occupations. Subrecipient shall engage employers, business associations, secondary and post-secondary education partners, private training providers, apprenticeship programs, chambers of commerce, community partners, and other workforce and economic development groups to supply the talent businesses need. These relationships will enable the Subrecipient to identify candidates who can become job-ready through Work-Based Learning (WBL) or short-term training.

D. PROGRAM RECRUITMENT AND ORIENTATIONS

Effective recruitment starts with building relationships with community-based organizations, training providers, businesses, and partner organizations like the Community Action Council (CAC) and the Goodwill Employment Center. Subrecipient shall continue to optimize relationships with partners currently affiliated with the One-Stop center, including the ESD, Department of Social and Health Services (DSHS), Local Veteran's Employment Representative (LVER), Disabled Veterans' Outreach Program (DVOP) personnel, Columbia Basin College (CBC), Division of Vocational Rehabilitation (DVR), Opportunities Industrialization Center (OIC), Basic Food Employment and Training (BFET), and Labor and Industries (L&I).

Reaching priority populations (recipients of public assistance, other low-income individuals, individuals who are deficient in basic skills, veterans, and eligible spouses) and achieving

The Benton-Franklin Workforce Development Council and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

performance outcomes begins with effective recruitment. Subrecipient shall take WIOA services to the community through a broad-based, targeted outreach effort in English and Spanish.

Subrecipient shall reach further into the community by utilizing a combination of social media, Flash Alert News, newsletters, flyers, emails, and GovDelivery as outlined in WSCB Branding and Social Media Procedure No. 2019-04. Recruitment shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements.

E. ELIGIBILITY REQUIREMENTS

Subrecipient shall conduct intake and require 100% eligibility verification documentation, including supervisory review and approval. Individuals must meet the following eligibility guidelines for the Dislocated Worker Program:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Selective Service Registration for males who are 18 or older and born on or after January 1, 1960, unless an exception is justified (for Selective Service registration guidance, refer to BFWDC Program Notice-04, Selective Service Registration Requirements), or the individual is less than 18 years of age; and
- Meets one of the Dislocated Worker categories listed in the table below:

Category	Dislocated Worker Eligibility Criteria
1. General Dislocation	☐ **1.1** An individual who was terminated, laid off, or received a notice of termination or layoff. **AND**
	☐ **1.2** Is determined unlikely to return to previous industry or occupation; **AND**
	☐ **1.3.1** Is eligible for or has exhausted entitlement to unemployment compensation; **OR**
	☐ **1.3.2** Is not eligible for unemployment compensation but can show attachment to the workforce of sufficient duration.
2. Dislocation from Facility Closure / Substantial Layoff	☐ **2.1** An individual who was terminated, laid off, or received a notice of layoff from employment at a plant, facility, or enterprise as a result of Permanent closure or Substantial layoff; **OR**
	☐ **2.2** An individual employed at a facility at which the employer has made a general announcement that the facility will close within 180 days.
3. Self-employed Dislocation	☐ Was self-employed (including employment as a farmer, rancher or a fisherman), but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.

4. Displaced Homemaker * * Per TEGL 26-13, individuals cannot cite long-term partners to whom they were not married as family members. Individuals can cite adult children upon whom they were financially dependent as family members so long as it is appropriately documented.	☐	**4.1** An individual who was dependent on the income of another family member and is no longer supported by the income of that family member; **OR** Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or a service-connected death or disability of the member; **AND**
	☐	**4.2** Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. Dislocated/ Separating Military Service Members	☐	**5.1** A non-retiree military service member discharged or released from service under anything other than dishonorable discharge, or who has received a notice of military separation (defined by Local BFWDC (see Section 4.2.1). Per proposed 20 CFR 680.660, separating military service members automatically qualify as unlikely to return to a previous industry or occupation and as eligible for or exhausted entitlement to Unemployment Insurance. **Note**: Dislocated military service members, veterans and other covered persons are eligible for Priority of Service (POS) as described in POS Policy 1009, Revision 1.
6. Spouses of Military Service Members	☐ ☐	**6.1** The spouse of a member of the armed forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; **OR** **6.2** The spouse of a member of the armed forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. **Note**: a military spouse may also qualify as a displaced homemaker (Category 4).

Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01.

F. INDIVIDUAL EMPLOYMENT PLAN

The Individual Employment Plan (IEP) shall begin with an interactive discussion between the customer and the Subrecipient, resulting in a mutually developed plan. Subrecipient shall develop an IEP at registration for each eligible customer based on the results of a comprehensive assessment which identifies, at a minimum, the customer's employment goals, the appropriate combination of service to achieve their employment goals, needs, barriers, training, and educational goals. The IEP shall focus on a career pathway that can provide a guide beyond initial employment. Once the IEP is developed, case notes shall document all services provided to the customer or when the customer's circumstances warrant a change. Subrecipient shall follow BFWDC WIOA Individual Employment Plan Policy #2015-19.

G. INDIVIDUALIZED CAREER SERVICES

When the Subrecipient determines that individualized career services are appropriate for a customer to obtain employment, those services shall be made available by the Subrecipient including, but are not limited to:

- Comprehensive and specialized assessments of skill levels and service needs;

- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed for the customer to achieve their employment goals, including information about eligible training providers and pathways to attain career objectives;
- Group and individual counseling and mentoring;
- Career planning (e.g., case management);
- Short-term pre-vocational services, including the development of communication skills, interview skills, punctuality, and professional conduct to prepare customers for unsubsidized employment or training;
- Internships and work experiences linked to careers;
- Workforce preparation activities that help a customer acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills, and other competencies necessary for the successful transition into and the completion of post-secondary education and training or employment;
- English language acquisition and integrated education and training programs;
- Out-of-area job search assistance and relocation assistance; and
- Financial literacy services.

Comprehensive case management begins when the Subrecipient determines that a job seeker requires individualized career services to attain employment and self-sufficiency. Subrecipient shall utilize the Self-Sufficiency Calculator as the local criteria to determine whether employment leads to economic self-sufficiency.

H. UPGRADE SKILL SETS TO MEET EMPLOYER DEMAND

In reviewing the ESD Washington State Employer Demand reports, including the top 25 occupations and certifications desired by local businesses, there is an essential need within our workforce for opportunities to upgrade current skill sets. A few of the most requested credentials local employers require includes Commercial Driver's License, HAZMAT (Hazardous Material) Endorsement, Forklift, Certified Nursing Assistant, and Cyber Security certifications. With a workforce infused with long-term unemployment, customers do not possess the financial means to assist with training expenses.

The six major sector areas identified within our communities include Government (Professional/Technical), Transportation/Warehousing, Healthcare, Construction, Manufacturing and Agriculture/Food Processing. Subrecipient shall emphasize training and placement services to support customers and meet the demand of our growing workforce. Subrecipient shall work with local training providers and businesses to increase the number of customers who have at least one year of post-secondary education and promote Registered Apprenticeship and Entrepreneurial opportunities as options to gainful employment.

I. WORK EXPERIENCE

Subrecipient shall enhance the employability of a customer who has limited work history by providing short-term work experiences to develop good work habits and build work skills to

demonstrate they can do a job. A Work Experience (WEX) helps the customer gain experience in their area of interest, obtain a letter of recommendation, create networking opportunities, and boost their resume with real-world, job-specific skills. Subrecipient shall follow BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a customer.

J. ASSESSMENTS PRIOR TO TRAINING

Standardized basic skills assessments are utilized before the expenditure of training funds to assure limited program dollars target the best outcomes for customers. Subrecipient shall use assessment tools approved by the BFWDC to identify a customer's current skills, areas in need of improvement and determine remediation needs before establishing an Individual Training Account (ITA). To enhance alignment across partner programs, using previous assessments from other education or training programs is allowed for determining appropriate career and training services. Subrecipient shall follow BFWDC WIOA Assessment Policy #2015-09 when utilizing assessments before authorizing training funds.

K. TRAINING SERVICES

Training services can be critical to the employment success of dislocated workers. On-The-Job Training (OJT) and Individual Training Accounts (ITA) are types of highly valued training services in our region. Subrecipient shall provide training services to customers if they are determined eligible, registered, and require additional services to obtain employment. As part of the eligibility process, the customer must receive, at a minimum, an interview, evaluation or assessment, and career planning or other means to determine eligibility for WIOA funded training services. However, if career services are not provided before training, documentation must explain how the customer was determined eligible for training services.

Subrecipient shall use training services to help close the skills gap in targeted industry clusters for demand occupations within Benton-Franklin counties. Subrecipient shall establish referral partnerships with businesses and training providers to expand training opportunities to those with limited access and strategically focus on the programs and learning opportunities offered through our local colleges.

- CBC structures programs to culminate in the attainment of industry-recognized certificates, completing technical instruction with workplace skills educations. Subrecipient shall market OJT's to businesses within one of the priority sectors established within our region, including those who have used WorkSource in the last two years.
- City University offers over 50-degree programs through evening and weekend classes, as well as distance learning.
- Washington State University (WSU) Tri-Cities offers strong community support and partnerships, particularly with the nearby Pacific Northwest National Laboratory (PNNL), that provides unique learning opportunities to keep pace with the rapid change in critical demand industries within our region.
- Charter College offers associate and bachelor's programs in an "accelerated" format in business, healthcare, legal, technical, and the trades.

L. INDIVIDUAL TRAINING ACCOUNTS

Customers interested in improving their vocational skills or gaining occupational certificates can engage in training opportunities targeting growth industries. The use of an ITA provides customers with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITA's provide education and occupational skills to customers in need of training to prepare them for employment.

Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. Subrecipient shall work with customers to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training (CAT). Training plans are driven by labor market demand and lead to a clear path to employment. Case notes shall reflect combined resources from various funding sources applied to a customer's plan and specific WIOA dollars needed to achieve their goals. There is a local lifetime ITA limit of $7,000 per customer. Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when establishing an ITA.

M. ON-THE-JOB TRAINING

OJT is an essential work-based learning option that the Subrecipient shall offer to local employers and job seekers. OJT puts unemployed individuals to work earning a wage while they receive training to address gaps in their skill set that hinders them from fully performing a job. For employers, OJT offers the opportunity to offset initial training costs associated with training a customer who does not possess all of the skills, training, education, and work experience required for the job while building organizational productivity as the customer learns job requirements.

Subrecipient may reimburse the employer up to 75% of the customer's wages while in an OJT. The duration shall be appropriate to the occupation for which the customer is receiving training and considers the training content, previous work experience, and service strategies. Subrecipient shall only provide OJT opportunities to customers who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Subrecipient shall follow Local BFWDC WIOA On-the-Job Training Policy #2015-05 when developing an OJT opportunity for a customer.

N. ENTREPRENEURIAL TRAINING

The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training (also known as self-employment training) as reflected in RCW 50.62.030 (2). The Subrecipient shall provide the opportunity for all WIOA eligible customers to enroll in self-employment or entrepreneurial training programs on the same basis as they are provided the opportunity to enroll in other WIOA-funded training. WIOA-eligible training providers offering self-employment training are available on the state's ETPL. The Subrecipient shall follow BFWDC WIOA Self-Employment Policy #2015-07 when assisting a customer with entrepreneurial training.

O. APPRENTICESHIP

Subrecipient shall partner with local labor organizations to refer and encourage program customers to explore "pre-apprenticeship" programs. Several trades' apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. Subrecipient shall ensure customers are exposed to basic skills remediation, General Education Development (GED) attainment, and required academic education so they can be considered for apprenticeship training.

P. CO-ENROLLMENT BETWEEN CONTRACTS

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services, maximize flexibility and service delivery to eligible populations. Subrecipient shall justify and document the customer's need and the services to be provided before co-enrollment. Subrecipient shall identify and track the funding streams that pay the costs of services provided to individuals who are participating in programs concurrently and ensure no duplication of services. The customer must clearly understand the programs in which they are participating, and the Subrecipient shall use case notes to document the separation of services.

Q. REQUIRED RAPID RESPONSE ACTIVITIES

Rapid Response is designed to be proactive, data-driven, engaged with businesses and focused on preventing layoffs or minimizing their negative impacts. It plays a vital role in providing customer-focused services to dislocated workers and employers by delivering valuable solutions to businesses and essential services to affected workers. It is the Subrecipient's responsibility to ensure that the following activities are made available to meet the needs of businesses and affected workers, including, but not limited to:

- Layoff aversion activities (See **Layoff Aversion** section below);
- Immediate contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address:
    - Layoff plans and the employer's layoff schedule.
    - Background and probable assistance needs of the affected workers.
    - Re-employment prospects for workers.
    - Available resources to meet the short and long-term needs of affected workers.
- Provide information and access to unemployment compensation benefits and programs, One-Stop system services, employment, and training activities, including information on the WIOA Dislocated Worker program, Trade Adjustment Assistance (TAA), Pell Grants, the GI Bill, and other resources;
- Deliver other necessary services and resources, including workshops, classes, and job fairs to support re-employment efforts for affected workers;
- Develop and maintain partnerships with other appropriate federal, state, and local agencies and officials, employer associations, industry business councils, labor organizations, and other public and private organizations to:
    - Conduct strategic planning to develop strategies to address dislocation events and ensure timely access to a broad range of necessary services.

- Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available, and customize layoff aversion or Rapid Response activities to ensure the ability to provide Rapid Response services as quickly as possible.
- Deliver services to workers for which a petition for TAA has been filed.

Layoff Aversion

Layoff Aversion refers to strategies and activities designed to prevent or minimize the duration of unemployment resulting from layoffs, including:

- Assist businesses in managing reductions in force, which may include early identification of firms at risk of layoff, assessment of the needs of and options for at-risk firms, and the delivery of services to address those needs;
- Ongoing engagement, partnership, and relationship-building activities with businesses in the community, to create an environment for successful layoff aversion efforts and to enable the provision of assistance to dislocated workers in obtaining re-employment as soon as possible;
- Establish linkages with economic development entities, including local business retention and expansion activities; and
- Connect businesses and workers to short-term, on-the-job, or customized training programs and apprenticeships before or after layoff to help facilitate rapid re-employment.

Employer Contact

When the Subrecipient becomes aware of an impending closure or layoff through a Worker Adjustment and Retraining Notice (WARN) announcement, filing of TAA petition, employer request, notification of a dislocation event, media outlets, or other sources, an attempt shall be made to contact the business within 48 hours to offer Rapid Response services to the company and affected workers. This initial contact shall be used by the subrecipient to identify:

- Layoff schedules;
- The employer's plan to assist dislocated workers, including the status of collective bargaining negotiations that might affect layoff benefits;
- Inquire as to the role of foreign trade, if any, in precipitating layoffs or closures. If trade impacts are cited, provide that information to ESD TAA Program staff to follow up with employer to determine if the events warrant the filing of TAA petitions with U.S. Department of Labor (DOL);
- Consult and coordinate with appropriate labor representatives when planning rapid response activities for those impacted workers covered by a collective bargaining agreement. Rapid response teams must be cautious and avoid any actions that might impact collective bargaining negotiations and be aware of the impact that the offer of services and resources may have on the negotiation process, especially with respect to financial arrangements related to the provision of severance benefits;
- Explain the services available to both the business and affected workers;
- Arrange a way to disseminate the information to workers;
- Provide an overview of what will be delivered at the employee orientation;

- Schedule an orientation; and
- Collect additional information as needed.

Every effort shall be made to accommodate the business and promote the attendance of the affected workers. While the Subrecipient shall make a reasonable and concentrated effort to deliver services, businesses are under no obligation to accept Rapid Response services.

Rapid Response Team Coordination Responsibilities

The Rapid Response Team is comprised of WSCB system partners who provide resources and services to assist laid-off workers. Subrecipient shall notify and coordinate rapid response events with the WorkSource Systems Coordinator so WSCB partners can assume responsibility for service delivery to laid off workers who are interested in accessing career, training, supportive, and other relevant services available through the One-Stop system. Subrecipient shall notify WSCB partners of the impending dislocation by sending an email inviting them to attend the orientation. The Rapid Response Team includes representatives from:

- ESD UI Claims Center;
- TAA
- Community and Technical Colleges;
- Community Action Agencies;
- WIOA Dislocated Worker Program;
- Veterans Program Services;
- DSHS;
- DVR; and
- Other stakeholders and interested parties

Subrecipient shall lead Rapid Response efforts when partnering with bordering workforce development areas if it is determined that jointly providing services would better assist employers and impacted workers.

Orientations and Required Topics

Rapid Response layoff orientations are informational sessions for dislocated workers to learn about One-Stop services and resources available through the workforce system. Whenever possible, these orientations will take place at the worksite but can also take place at the one-stop center, in a rented meeting room at a time that is convenient to the workers or using virtual platforms. Subrecipient shall deliver consistent information to dislocated workers at layoff orientations by providing, at a minimum, the following information:

- Unemployment Insurance;
- Training Benefits Program;
- CAT;
- Wagner-Peyser Employment Services;
- WIOA Title I Dislocated Worker Program Services;
- Veteran's Priority of Service;
- Community and Technical College Programs and Resources;

- TAA and Trade Readjustment Allowance (TRA), if it is established that the layoff or closure is trade-related, regardless of whether a TAA petition is filed; and
- Other information from WSCB system partners and community programs deemed necessary and appropriate

Layoff Profile and Informational Packets

Subrecipient shall be responsible for documenting all layoff information on the Benton-Franklin Dislocated Worker Layoff Profile form (see Attachment G). Documentation shall include the business name, location, date, number of workers affected, if the layoff is temporary or permanent, the business or industry represented, and other information that may be of value. Subrecipient shall email the Layoff Profile to the Benton-Franklin Workforce Development Council (BFWDC) on the 10th of the month following the reporting month.

When group orientations are not possible, the Subrecipient shall disseminate the information to affected workers individually by leaving informational packets (agency and partner flyers, informational brochures, etc.) at the business or emailing virtual informational packets. If the Subrecipient cannot obtain employee contact information from the employer, the Subrecipient shall attempt to contact the affected workers to encourage them to schedule an appointment to learn about services available at the One-Stop center.

Surveys and Services

Subrecipient shall quickly assess the needs of affected workers in a group setting, one-on-one, or virtually using surveys or other instruments to identify their skills, education, and potential assistance needs. Rapid Response services provided to each worker include registering for work on WorkSourceWA.com, resumé assistance, information, and assistance on how to file for Re-employment Assistance benefits, information on the WIOA Dislocated Worker program, and other services when appropriate.

Note: DOL requires survey results if closures or layoff events are of a magnitude that compels the state to purse National Dislocated Worker Grants (NDWGs).

Convene Local Partners to Improve Services

Subrecipient shall periodically convene local partners, including Rapid Response and business engagement teams, too:

- Evaluate local service demand;
- Implement strategies to meet local demand; and
- Continuously improve Rapid Response services to individuals and businesses.

R. JOB CLUBS

Subrecipient shall provide hands-on group learning sessions, or Job Clubs, that provide information on the current labor market, niche boards, how to market an OJT, and identify transferrable skills. Job clubs will help dislocated workers share their experiences, job leads and builds confidence by becoming better prepared and organized to conduct their job search.

Sessions will address current and local needs, prepare dislocated workers to be competitive in the current labor market, and focus on topics such as LinkedIn and effective networking.

S. SUPPORTIVE SERVICES

Supportive services enable customers to participate in WIOA program activities such as training, school, work experience, and job search. Supportive services are not entitlements, and WIOA provides the following guidelines:

1. Supportive services may only be provided to individuals who are:
    a) Participating in career and training services as defined in WIOA Section 134 (c) (2) (3) and 20 CFR 680.910; and
    b) Unable to obtain supportive services through other programs or community resources providing such services (WIOA Section 134 (d) (2) (B)).
2. Supportive services are allowed as a component of follow-up services for WIOA dislocated workers that have completed the program to help them retain unsubsidized employment.
3. Supportive services may only be provided when they are necessary to enable customers to participate in Title I activities (WIOA Section 124 (d) (2) (A) and WIOA Section 3 (59)).

Subrecipient shall provide support services to customers following BFWDC WIOA Support Services Policy #2015-02.

T. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each customer by the Subrecipient. Subrecipient shall record case notes into Washington State's Management Information System (MIS) to provide evidence of services and activities provided to customers while enrolled in WIOA activities and support compliance with federal, state, and local policies. Subrecipient shall follow BFWDC WIOA Case Note Policy #2015-14 to tell the story of the customer's participation while enrolled in the program.

U. RETENTION AND FOLLOW-UP

The goal of follow-up services is to ensure job retention, wage gains, and career progression for customers placed in unsubsidized employment. If follow-up services are requested by customers and determined by the Subrecipient to be appropriate for those customers, follow-up services shall be provided for a period of up to 12 months. Follow-up services may include, but are not limited to, two-way exchanges between the employment specialist and either the customer or the customer's employer as follows:

- Provide individuals with additional career planning;
- Contact individuals or employers to verify employment;
- Counsel individuals about the workplace;
- Contact individuals or employers to help secure better-paying jobs;
- Contact individuals or employers to resolve work-related problems;
- Connect individuals to peer support groups;

- Provide individuals with information about additional educational or employment opportunities;
- Provide individuals with referrals to other community services. Individuals in need of such services will be informed of and referred to other government and community services such as Temporary Assistance for Needy Families (TANF), DSHS, CAC, Goodwill, and other local resources available on 211info.org before receiving supportive services.

Subrecipient shall follow BFWDC WIOA Adult and Dislocated Worker Follow-up Services Policy #2015-16 and record follow-up services into Washington State's MIS.

V. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

Subrecipient shall upload all WIOA program participant documentation and accurately record participant data, services provided, and outcomes of services into the Washington State MIS, currently called Efforts to Outcomes (ETO). Services entered in the MIS must be recorded in a timely manner as outlined in WorkSource Information Notice (WIN) 0082, Change 1, and align with the services defined in the WorkSource Services Catalog. Subrecipient shall record case notes to support participant demographics, services provided, and outcomes of services in the MIS.

ESD and the state Workforce Development Council manage the WorkSource customer MIS. Subrecipient shall ensure:

- At least one MIS user receives Train-the-Trainer training to become a certified WSCB ETO Trainer for the Dislocated Workers program.
- At least one MIS user signs up and participates in regularly scheduled Training 12 calls to disseminate updates on MIS changes and improvements to WIOA program system users. A request shall be sent to esdgpWSSteam@esd.wa.gov to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list to attend Training 12 calls.

W. BFWDC AND WORKFORCE PROFESSIONALS CENTER POLICIES

Subrecipient shall ensure program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WINs, Training and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN). BFWDC policies can be found in the policy section of the BFWDC website, https://www.bentonfranklinwdc.com/policies, and state policies and guidance can be found on the Workforce Professionals Center website, https://wpc.wa.gov/wswa.

X. MINIMUM SPENDING LEVELS

Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

Y. WIOA Dislocated Worker PERFORMANCE MEASURES

Subrecipient shall meet and is encouraged to exceed the BFWDC's Dislocated Worker performance measures for Program Year 2021 set forth below.

Employment Rate 2nd Quarter after Exit – 75.5%
The percentage of Dislocated Worker program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 75.5% or greater.

Calculation Methodology: The number of Dislocated Worker participants who exited during the program year who:

1. Are identified as employed (using, for example, Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of dislocated worker participants who exited during the program year.

Employment Rate 4th Quarter after Exit – 75.5%
The percentage of dislocated worker program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 75.5% or greater.

Calculation Methodology: The number of dislocated worker participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**
2. The number of dislocated worker participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - $7,666
The total quarterly earnings for all customers employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected quarterly wage information values shall be listed in order, from the lowest to highest value. The median earnings value shall be at least $7,666.

Credential Attainment Rate 2nd Quarter after Exit – 71.3%
The percentage of dislocated worker program participants enrolled in an education or training program (excluding those in OJT and customized training) who attained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 71.3% or greater.

Calculation Methodology: The number of dislocated worker participants who exited during the reporting period who:

1. Obtained a recognized post-secondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized post-secondary credential within one year after exit; **divided by**

3. The number of participants enrolled in an education or training program (excluding those in OJT and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%

The percentage of dislocated worker program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 50% or greater.

Calculation Methodology: The number of dislocated worker program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized post-secondary credential or employment **and** are achieving measurable skill gains based on attainment of at least one gain; **divided by**
2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized post-secondary credential or employment.

Z. TRAINING GOALS

Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated training goals. The desired outcome is to meet these totals every quarter. Although 223 customers are required to be served in the program and receive services, only 55 or more are required to receive training services. Subrecipient shall meet the following annual totals for training services.

PY21 Dislocated Worker Training Services Quarterly Goals (Cumulative Totals)				
Training Services	**9-2021**	**12-2021**	**3-2022**	**6-2022**
Individual Training Account (ITA)	12	24	32	50
On-the-Job Training (OJT)	0	1	3	4
Work Experience (WEX)	0	0	0	0
Self-Employment	0	0	0	1
Total Training Services	21	25	35	55

AA. ENROLLMENT AND EXIT GOALS

Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated enrollment and exit goals. The desired outcome is to meet these totals every quarter. Subrecipient shall meet the following annual totals for enrollments and exits.

PY21 Dislocated Worker Enrollment & Exit Quarterly Goals (Cumulative Totals)					
Enrollments and Exits	**Carry-In**	**9-2021**	**12-2021**	**3-2022**	**6-2022**
Enrollments: Basic Services	0	0	0	0	0
Enrollments: Individualized Services	35	65	110	170	223
Enrollments: Training Services	12	12	25	35	55
Employed at Exit		19	55	90	134

The Benton-Franklin Workforce Development Council and WorkSource are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean 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.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

1.4 Assignment and Delegation

The work to be provided under this Contract and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

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

1.7 Severability

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

2 SUBAWARDS

In the event the Subrecipient disburses any funding from this Contract to a sub-contractor, the Subrecipient shall be responsible for the sub-contractor's compliance with the same general terms and conditions contained in this Contract and shall ensure that the sub-contractor spends the funding only on WIOA allowable costs or for allowable WIOA activities.

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

a. Individual;
b. Member of the immediate family;
c. Employing organization; or
d. Future employing organization.

A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends $750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

a. Related to the purpose of this Contract;
b. Required by law; or
c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
b. Retain records for non-expendable property for a period of three years after final disposition of the property;
c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;

e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
g. Comply with all other requirements of WIOA Title I Policy #5403.

10.3 Safeguarding of Client Information

Without prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over $100,000 in federal grants under this Contract, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable cost.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of $2000, and in excess of $2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

a. Subrecipient has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
b. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of $1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to provide services in performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - $1,000,000; General Aggregate - $2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: $300,000 per incident, loss or person. The Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance Policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including a sub-contract; and ii) any rights of copyright to which the Subrecipient, or a sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient is:

a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
c. Evaluating and monitoring sub-contractors' compliance with applicable laws and terms of this Contract; and
d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of $2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act pf 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191.

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

20.2 Business Relocation

No funds obtained through this Contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

20.3 Religious Activity Trainings

Subrecipient shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

20.5 Trafficking in Persons

No funds obtained through this Contract may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at http://doleta.gov/grants/resources.cfm.

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

The Subrecipient must not discriminate in any of the following areas:

a. Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
b. Providing opportunities in, or treating any person with regard to, such a program or activity; or
c. Making employment decisions in the administration of, or in connection with, such a program or activity.

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities.

> "WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
b. Complying with competition requirements of 2 CFR 200.319;
c. Following the proper method of procurement as identified in 2 CRF 200.320, including but not limited to following the simplified acquisition threshold;
d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and a useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over $10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of

negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. These reports must comply with WIOA Title I Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the BFWDC upon contract execution either a rate negotiated between Subrecipient and its cognizant entity, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a Subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the Subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded

in whole or in part by DOL.

30 VIOLATION OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) If any funds other than Federal 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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE On behalf of Cami Eakins CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/29/2021

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,

   D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE On behalf of Cami Eakins CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED 9/29/2021

SUBRECIPIENT: **Career Path Services**
PROGRAM TITLE: **Dislocated Worker**
PROGRAM YEAR: **PY21**

EFFECTIVE DATE: **7/1/2021**

Budget Line Item	Total
Salaries & Benefits	$ 468,681
Other Direct Costs	$ 81,322
Direct Participant Costs	$ 258,499
Indirect Costs	$ 168,725
Total	$ 977,227

Note: The Subrecipient shall expend a minimum of 90% of the contract budget.

Exhibit F

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046,
Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty
(120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS

for

AGREEMENTS

under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

1.1. Termination or Suspension for Cause

In the event that the Benton Franklin Workforce Development Council (BFWDC) determines the subrecipient has failed to comply with the conditions of Agreement in a timely manner, BFWDC has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, BFWDC may, at its sole discretion, notify the subrecipient in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the subrecipient shall not obligate any additional funds under this Agreement and may be liable for additional remedies to BFWDC, including but not limited to, the repayment of disallowed costs.

BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the subrecipient or a decision by BFWDC to terminate this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the subrecipient: (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 the Agency provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit the subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the subrecipient under this Agreement.

1.2. Termination for Funding Reasons

BFWDC may unilaterally terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Subrecipient.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Adopting Legislation to Authorize a Sales and Use Tax for Chemical Dependency or Mental Health Treatment Services or Therapeutic Courts
Presenter:	Matt Rasmussen
Prepared By:	Reid Hay
Reviewed By:	Reid Hay

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

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

Summary / Background Information

This ordinance provides for the collection of a 0.1% sales and use tax on qualifying taxable events in Benton County, with the resulting revenue pledged to the delivery of chemical dependency and mental health treatment services, and/or the operation of therapeutic courts, all as authorized by RCW 82.14.460.

The ordinance also authorizes the creation of a special revenue fund into which the revenue collected pursuant to the ordinance will be placed. The resolution that accompanies the ordinance establishes the fund, and specifies that it will be identified as the Behavioral Health Fund (0160101).

Fiscal Impact

Amount: Increased sales tax collection to be dedicated to the purpose of the fund.

Fund: County Special Revenue Fund #0160101.

Recommendation

Approval of this resolution and ordinance.

Suggested Motion

The Board adopts the resolution and ordinance to implement the sales and use tax for chemical dependency and mental health treatment services and therapeutic courts, and authorizes the creation of the Behavioral Health Fund.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING LEGISLATION TO AUTHORIZE A SALES AND USE TAX ORDINANCE FOR CHEMICAL DEPENDENCY OR MENTAL HEALTH TREATMENT SERVICES OR THERAPEUTIC COURTS IN ACCORDANCE WITH RCW 82.14.460, ESTABLISHING THE BEHAVIORAL HEALTH FUND, FUND NUMBER 0160101, AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to RCW 82.14.460 the legislative authority of Benton County may authorize, fix, and impose a sales and use tax of one-tenth of one percent to be used for the purpose of providing for the operation and delivery of chemical dependency and mental health treatment services, and/or therapeutic court programs; and

WHEREAS, all revenues collected under the tax so authorized must be used for the provision of those programs and services as specified in RCW 82.14.460; and

WHEREAS, there are substantial unmet needs in Benton and Franklin counties with respect to the delivery of chemical dependency and mental health treatment services; and

WHEREAS, therapeutic courts have proven to provide better outcomes for those struggling with issues such as addiction and mental illness than traditional justice system alternatives, and thus provide benefits to the entire community; and

WHEREAS, therapeutic courts designed for the special needs of military veterans similarly provide better outcomes for veterans and the community at large; and

WHEREAS, a special revenue fund should be established in which to deposit the sales and use tax collected for these purposes; and

WHEREAS, a public hearing was advertised and held on November 9, 2021 at 9:00 am in the Commissioners' Conference Room on the third floor of the Benton County Courthouse in Prosser, Washington to consider the above-mentioned County ordinance relating to a sales and use tax for Chemical Dependency or Mental Health Treatment; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of County Commissioners of Benton County, Washington, that Ordinance No. _____ is approved, adopted immediately, and shall take effect and be in full force on July 1, 2022; and

BE IT FURTHER RESOLVED, that the Behavioral Health Fund is hereby established in which all revenues from the sales and use tax collected pursuant to this Ordinance shall be deposited; and

BE IT FURTHER RESOLVED, that the Benton County Auditor is hereby authorized to establish said Behavioral Health Fund to be identified as Fund Number 0160101; and

BE IT FURTHER RESOLVED, that monies received into Fund Number 0160101 may be invested by the Benton County Treasurer, with all monies received from such investments being receipted into and retained within the fund.

Dated this 9th day of November, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Commissioners
cc: Auditor, Treasurer

Prepared by: R Hay

ORDINANCE NO._____

AN ORDINANCE relating to the adoption of legislation to authorize a sales and use tax for chemical dependency treatment services, mental health treatment services, and therapeutic courts; adding a new chapter to Title 8 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. SALES AND USE TAX IMPOSED.

There is hereby imposed, pursuant to the authority granted by RCW 82.14.460, a sales and use tax upon any taxable event, as defined in Chapters 82.08 and 82.12 RCW, occurring within Benton County. The tax shall be imposed upon and collected from those persons who are taxable by the state under Chapters 82.08 and 82.12 RCW. This tax shall be in addition to any other sales and use tax imposed by the State of Washington and/or Benton County.

SECTION 2. TAX RATE AND APPLICABILITY.

The rate of tax shall equal one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used in the case of a use tax, as provided in RCW 82.14.460, as it currently exists or is hereafter amended.

SECTION 3. ADMINISTRATION AND COLLECTION.

The tax imposed by this chapter shall be administered and collected in accordance with Chapters 82.08, 82.12, and 82.14, RCW. The Chair of the Board of Benton County Commissioners is hereby authorized and directed to execute and sign any necessary agreements with the Washington State Department of Revenue to provide for the administration and collection of the tax.

SECTION 4. USE OF FUNDS.

Revenue collected under this chapter shall be deposited into a County Special Revenue Fund, and shall be used only for allowable expenditures authorized by RCW 82.14.460, as it currently exists or is hereafter amended.

SECTION 5. SEVERABILITY.

If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force on July 1, 2022.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Approving Change Order No. 6 to V K Powell Construction contract for the Courthouse Upgrades project
Presenter:	Robert Blain
Prepared By:	Shannon Christen
Reviewed By:	Robert 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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☒ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

On September 1, 2020 the Board of County Commissioners approved Resolution 2020-600 and executed a contract with V K Powell Construction, LLC for the Courthouse Upgrades project in the amount of $1,435,000.00 plus WSST. The Board previously approved Change Order Nos. 1, 2, 3, 4 and 5 for a reduction of $486,125.00 plus WSST, bringing the total contract amount to $948,875.00

The following changes need to be made to the contract.

The first change is removing the remaining terrazzo work from the project scope. The contractor has not been able to match the existing historic terrazzo to be able to complete the needed repairs. The cost of this change is a deduction of $15,645.00 plus WSST.

The second change is removing the remaining electrical work from the project scope which includes the installation of the chandelier on the first floor. The cost of this change is a deduction of $2,723.00 plus WSST.

These changes are combined into Change Order No. 6 with a total deduction of $18,368.00 plus WSST bringing the total contract amount to $930,507.00.

Fiscal Impact

Amount: **(**$18,368.00) plus WSST
Fund: N/A

Recommendation

Approve the Chairman to sign Change Order No. 6.

Suggested Motion

Approve the Chairman to sign Change Order No. 6 with V K Powell Construction, LLC for the Courthouse Upgrades project decreasing the contract by $18,368.00 plus WSST for a new contract amount not to exceed $930,507.00 plus WSST.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 6 WITH V K POWELL CONSTRUCTION, LLC FOR THE COURTHOUSE UPGRADES PROJECT

WHEREAS, on September 1, 2020 the Board of County Commissioners approved Resolution 2020-600 and executed a contract with V K Powell Construction, LLC for the Courthouse Upgrades project in the amount of $1,435,000.00 plus WSST; and

WHEREAS, the Board approved Change Order Nos. 1, 2, 3, 4 and 5 decreasing the contract by $486,125.00 plus WSST; 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. 6 in a total contract reduction of $18,368.00 plus WSST; 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 these changes be approved; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 6, attached hereto, to the contract executed by Resolution 2020-600 with V K Powell Construction, LLC for the Courthouse Upgrades project; and

BE IT FURTHER RESOLVED, the total contract amount will decrease $18,368.00 plus WSST for a new contract amount not to exceed $930,507.00 plus WSST and no additional days will be added to the contract time of 270 days.

Dated this 9th day of November 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Dept. S. Christen
c: Auditor, PA, Procurement

CHANGE ORDER NO. 6

Project:	Courthouse Upgrades	Date:	10/27/2021
Owner:	Benton County Board of Commissioners 620 Market Street Prosser, WA 99350	Contractor:	VK Powell Construction, LLC
		Architect/Engineer:	Meier Architecture-Engineering

The Contract Documents are hereby amended as summarized below:

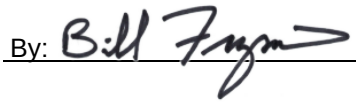
Remove remaining terrazzo work from project scope	*($15,645.00)
Remove balance of electrical work from project scope	*($2,723.00)

* See pay application 5 schedule of values attached with this change order

TOTAL **($18,368.00)**

Contract Summary	**Contract Sum**	**Contract Time**
Original Contract Sum/Time was:	$ 1,435,000.00	270 cal days
Change by previously authorized Change Orders	($ 486,125.00)	0 cal days
Revised Contract Sum/Time prior to this Change Order	$ 948,875.00	270 cal days
Contract Sum/Time to be modified by this Change Order	$ (18,368.00)	0 cal days
Contract Sum/Time will be:	$ 930,507.00	270 cal days

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND OWNER:

Recommended: (Architect)	Accepted: (Contractor)	Authorized: (Owner)
Meier Architecture-Engineers	**VK Powell Construction**	**Benton County**
By: 	By: 	By:
Print: Edward T. Luebben	Print: Bill Frymier	Print: Jerome Delvin
Date: September 2, 2021	Date: October 29, 2021	Date: November 9, 2021

V. K. POWELL CONSTRUCTION, LLC

GENERAL CONTRACTORS

P. O. BOX 10295 • YAKIMA, WASHINGTON 98909 • TELEPHONE (509) 248-8148 • FACSIMILE (509) 248-1172

5/28/2021

Ok to Pay RB 7-9-2021
The totals below are incorrect. Taxes and Retainage are calculated wrong.

Total completed to date	$914,584.50
Less previous payments	$86,656.50
Retainage	$4,332.83
Tax	$7,452.46
Total to Pay	$89,776.13

Ed Luebben
Meier Architecture - Engineering, Inc
12 W. Kennewick Ave
Kennewick, WA 99336

Re: Benton County Courthouse Remodel
Payment Application No.: 05

Per the attached breakdown, we are issuing Payment Application #05 for the Benton County Courthouse Remodel:

Total for Pay Application #05	~~$97,579.00~~	86,656.50
Sales Tax (8.6%)	~~8,391.79~~	7,452.46
Total Billing	~~$89,187.21~~	79,204.04
Less Retention	~~$4,878.95~~	4,332.83
Amount Due	~~$84,308.26~~	74,871.21

Sincerely,
V.K. Powell Construction, LLC

William Frymier
Project Manager

Enclosure

AMOUNT CERTIFIED = #74,871.21
ARCHITECT = MEIER A/E
BY: [signature] 6/22/2021
PROJECT ARCHITECT

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Benton County
7122 W. Okanogan Place
Kennewick , WA 99336

SUBMITTED FROM: V.K. Powell Construction, LLC
P.O. Box 10295
Yakima, WA 98909

CONTRACT FOR: General Construction

PROJECT: Benton County Courthouse Remodel

ARCHITECT: Meier Architecture - Engineering, Inc
12 W. Kennewick Ave
Kennewick, WA 99336

APPLICATION NO: 05
PERIOD TO: 5/1/21
PROJECT NO: 2010
ARCH PROJ NO: 18-8327
CONTRACT DATE: 9/1/20
APPLICATION DATE: 5/28/21
INVOICE NO: 05

Distribution To:
[ ] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	$	1,435,000.00
NET CHANGE BY CHANGE ORDERS	$	-486,125.00
CONTRACT SUM TO DATE	$	948,875.00
TOTAL COMPLETED AND STORED TO DATE	$	914,584.50 ~~925,507.00~~
RETAINAGE:		
5% OF COMPLETED WORK	$	45,729.23 ~~46,275.35~~
___ % OF STORED MATERIAL	$	0.00
TOTAL RETAINAGE	$	45,729.23 ~~46,275.35~~
TOTAL EARNED LESS RETAINAGE	$	868,855.27 ~~879,231.65~~
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	786,531.60
CURRENT PAYMENT DUE	$	82,323.67 ~~92,700.05~~
BALANCE TO FINISH INCLUDING RETAINAGE	$	80,019.73 ~~69,643.35~~

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: V.K. Powell Construction, LLC

By: [signature] Date: May 28, 2021

State of: Washington
County of: Yakima
Subscribed and sworn to before me this May 28, 2021

NOTARY PUBLIC: [signature]
My Commission Expires: 9/11/2022

KIM L FREEZE
MY COMM. EXP 09/11/2022
NOTARY PUBLIC
COMM. #163491
STATE OF WASHINGTON

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: Meier Architecture - Engineering, Inc

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SUBMITTED FROM: V.K. Powell Construction, LLC
P.O. Box 10295
Yakima, WA 98909

CONTRACT FOR: General Construction

PROJECT: Benton County Courthouse Remodel

CONTRACTOR'S PROJECT NO: 2010

ARCHITECT'S PROJECT NO: 18-8327

PAGE NO: 2 OF: 4

APPLICATION NUMBER: 05

APPLICATION DATE: 5/28/21

PERIOD FROM: 3/1/21 TO: 5/1/21

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
01	01 45 00 Testing / Layout	12,710.00	12,710.00	0.00	0.00	12,710.00	100%	0.00	635.50
02	02 41 16 Selective Demolition	49,303.00	38,851.00	10,452.00		49,303.00	100%	0.00	2,465.15
03	02 41 17 Concrete Demo	7,378.00		7,378.00		7,378.00	100%	0.00	368.90
04	03 30 00 Concrete	21,888.00		21,888.00		21,888.00	100%	0.00	1,094.40
05	03 30 10 Rebar	7,664.00		7,664.00		7,664.00	100%	0.00	383.20
06	04 20 00 Masonry	490.00		490.00		490.00	100%	0.00	24.50
07	05 50 00 Metal Fabrication	14,937.00	4,803.00	10,134.00		14,937.00	100%	0.00	746.85
08	06 10 00 Rough Carpentry	14,154.00	3,470.00	10,684.00		14,154.00	100%	0.00	707.70
09	06 20 00 Finish Carpentry	8,320.00	7,273.00	1,047.00		8,320.00	100%	0.00	416.00
10	06 64 00 Casework	11,948.00	9,900.00	2,048.00		11,948.00	100%	0.00	597.40
11	07 21 00 Thermal Insulation	15,056.00	2,521.00	12,535.00		15,056.00	100%	0.00	752.80
12	07 24 19 EIFS	117,198.00		117,198.00		117,198.00	100%	0.00	5,859.90
13	07 53 23 EPDM Roofing	49,191.00	9,075.00	40,116.00		49,191.00	100%	0.00	2,459.55
14	07 62 00 Sheet Metal	22,097.00		22,097.00		22,097.00	100%	0.00	1,104.85
15	07 92 00 Joint Sealants	1,055.00		1,055.00		1,055.00	100%	0.00	52.75
16	08 11 13 Doors & Hardware	25,594.00	2,500.00	23,094.00		25,594.00	100%	0.00	1,279.70
17	08 80 00 Glass & Glazing	46,801.00	10,853.00	35,948.00		46,801.00	100%	0.00	2,340.05
18	09 25 00 Metal Framing	12,251.00	12,251.00			12,251.00	100%	0.00	612.55
19	09 29 00 Gypsum Board	51,540.00	22,308.00	29,232.00		51,540.00	100%	0.00	2,577.00
20	09 51 23 Acoustical Ceilings	31,470.00	11,646.00	19,824.00		31,470.00	100%	0.00	1,573.50
21	09 65 36 Flooring	97,745.00	92,110.00	5,635.00		97,745.00	100%	0.00	4,887.25
22	09 66 00 Terrazzo	0.00					?	0.00	0.00
23	09 91 23 Painting	31,361.00	18,518.00	12,843.00		31,361.00	100%	0.00	1,568.05
24	14 21 00 Hydraulic Lift	22,326.00		22,326.00		22,326.00	100%	0.00	1,116.30
25	22 00 00 Plumbing	12,262.00	2,876.00	9,386.00		12,262.00	100%	0.00	613.10
26	23 00 00 HVAC	103,861.00	69,000.00	34,861.00		103,861.00	100%	0.00	5,193.05
27	26 00 00 Electrical	355,858.00	249,691.00	101,167.00		350,858.00	99%	5,000.00	17,542.90
28	31 10 00 Site Work / Drainage	122,009.00	93,300.00	28,709.00		122,009.00	100%	0.00	6,100.45
29	32 12 16 Asphalt Paving	20,452.00	20,452.00			20,452.00	100%	0.00	1,022.60
30	32 13 13 Concrete Paving	53,490.00	53,490.00			53,490.00	100%	0.00	2,674.50
	Contract Page 2 Totals	$1,340,409.00	$747,598.00	$587,811.00	$0.00	$1,335,409.00	100%	$5,000.00	$66,770.45

SUBMITTED FROM: V.K. Powell Construction, LLC
P.O. Box 10295
Yakima, WA 98909

CONTRACT FOR: General Construction

PROJECT: Benton County Courthouse Remodel

CONTRACTOR'S PROJECT NO: 2010

ARCHITECT'S PROJECT NO: 18-8327

PAGE NO: 3 OF: 4

APPLICATION NUMBER: 05

APPLICATION DATE: 5/28/21

PERIOD FROM: 3/1/21 TO: 5/1/21

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED	THIS APPLICATION		TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MATERIALS				
	HISTORICAL RENOVATION		0.00	0.00	0.00	0.00	?	0.00	0.00
31	02 41 16 Selective Demo	16,894.00	16,894.00			16,894.00	100%	0.00	844.70
32	06 20 00 Finish Carpentry	13,020.00	13,020.00			13,020.00	100%	0.00	651.00
33	09 25 00 Metal Framing	1,100.00	1,100.00			1,100.00	100%	0.00	55.00
34	09 29 00 Gypsum Board	7,330.00	7,330.00			7,330.00	100%	0.00	366.50
35	09 66 00 Terrazzo	31,845.00		15,922.50 ~~26,845.00~~	15,922.50	~~26,845.00~~	~~84%~~	50% ~~5,000.00~~ 15,922.50	796.13 ~~1,342.25~~
36	09 91 23 Painting	11,167.00	11,167.00			11,167.00	100%	0.00	558.35
37	26 00 00 Electrical	13,235.00	10,731.00	2,504.00		13,235.00	100%	0.00	661.75
				18,426.50		78,668.50		15,922.50	3,933.43
	Contract Page 3 Totals	$94,591.00	$60,242.00	~~$29,349.00~~	$0.00	~~$89,591.00~~	~~95%~~	$5,000.00	~~$4,479.55~~
	Pages 2 - 3 Totals	$1,435,000.00	$807,840.00	~~$617,160.00~~	$0.00	~~$1,425,000.00~~	99%	$10,000.00	~~$71,250.00~~
				606,237.50		1,484,077.50		~~25,9~~ 20,922.50	70,703.88

SUBMITTED FROM: V.K. Powell Construction, LLC
P.O. Box 10295
Yakima, WA 98909

CONTRACT FOR: General Construction

PROJECT: Benton County Courthouse Remodel

CONTRACTOR'S PROJECT NO: 2010

ARCHITECT'S PROJECT NO: 18-8327

PAGE NO: 4 OF: 4

APPLICATION NUMBER: 05

APPLICATION DATE: 5/28/21

PERIOD FROM: 3/1/21 TO: 5/1/21

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED PREVIOUS APPLICATIONS	E WORK COMPLETED THIS APPLICATION WORK IN PLACE	F STORED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
01	Delete Shop Building & Exterior	-542,666.00	0.00	-542,666.00	0.00	-542,666.00	100%	0.00	-27,133.30
02	Reduced Permit Fee	-890.00	-890.00			-890.00	100%	0.00	-44.50
02	Enclose existing HVAC Unit	253.00	253.00			253.00	100%	0.00	12.65
02	Additional Crown Molding Work	808.00	808.00			808.00	100%	0.00	40.40
02	Reroute Vent Pipe	4,607.00	4,607.00			4,607.00	100%	0.00	230.35
02	Commissioners Room Wall	842.00	842.00			842.00	100%	0.00	42.10
03	Site Modifications	10,598.00	10,598.00			10,598.00	100%	0.00	529.90
03	Commissioners North Wall	516.00	516.00			516.00	100%	0.00	25.80
03	Raise Ducting & Conduit	901.00	901.00			901.00	100%	0.00	45.05
03	Furr Out Wall & Relocate Door	580.00	580.00			580.00	100%	0.00	29.00
03	Expand Quantity of Terrazzo	18,893.00	0.00	8,248.00		8,248.00	44%	10,645.00	412.40
03	Modify Elect to Relocate	2,723.00	0.00			0.00	0%	2,723.00	0.00
03	Repair Spalls & Chips at	10,068.00	0.00	10,068.00		10,068.00	100%	0.00	503.40
03	Replace Window with Blown	1,873.00	1,873.00			1,873.00	100%	0.00	93.65
04	Revise Flooring Scope of Work	-3,876.00		-3,876.00		-3,876.00	100%	0.00	-193.80
04	Commissioners Room Monitor	2,451.00		2,451.00		2,451.00	100%	0.00	122.55
05	Casework Credit	-1,000.00		-1,000.00		-1,000.00	100%	0.00	-50.00
05	Added Terrazzo Patchwork	7,194.00		7,194.00		7,194.00	100%	0.00	359.70
	Page 4 C. O. Totals	-$486,125.00	$20,088.00	-$519,581.00	$0.00	-$499,493.00	103%	$13,368.00	-$24,974.65
	Change Order Grand Totals	-$486,125.00	$20,088.00	-$519,581.00	$0.00	-$499,493.00	103%	$13,368.00	-$24,974.65
	Original Contract Totals	1,435,000.00	807,840.00	~~617,160.00~~ 606,233.50	0.00	~~1,425,000.00~~ 1,434,077.50	99%	~~10,000.00~~ 20,922.50	~~71,250.00~~ 70,703.88
	Project Grand Totals	$948,875.00	$827,928.00	~~$97,579.00~~ 86,652.50	$0.00	~~$925,507.00~~ $914,584.50	98%	~~$23,368.00~~ 34,290.50	~~$46,275.35~~ 45,729.23

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	2022 Benton County Legislative Agenda
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

Benton County's 2022 Legislative Agenda outlines and articulates the primary policies, projects, and programs that the County will emphasize during the upcoming 2022 Washington State legislative session and throughout the year. This document represents the County's top legislative priorities, and was compiled with input from managers, administration, and our consultants from Gordon Thomas Honeywell Governmental Affairs.

A meeting with local legislators, including those recently elected, is scheduled for November 22, 2021 to discuss these priorities and begin dialogue with legislators about the upcoming session. This year will look different in Olympia, as COVID-19 restrictions continue to impact our state and the nation.

Fiscal Impact

No fiscal impact for this project.

Recommendation

Staff recommends approval of the attached Resolution and the 2022 Benton County Legislative Agenda.

Suggested Motion

"I move to approve the Resolution adopting the Benton County 2022 Benton County Legislative Agenda as presented."

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE BENTON COUNTY 2022 LEGISLATIVE AGENDA

WHEREAS, the Board of Benton County Commissioners wishes to outline and articulate its primary policies, projects, and programs to emphasize during the upcoming 2022 Washington State Legislative Session in order to focus the resources of the Commission, staff, and the County's legislative consultant; and

WHEREAS, the attached Legislative Priorities document represents the County's top legislative priorities, compiled with input from department managers, elected officials, and the County's consultants at Gordon Thomas Honeywell Governmental Affairs; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby adopts the attached Benton County 2022 Legislative Agenda as presented; and

BE IT FURTHER RESOLVED, that the establishment of these legislative priorities does not limit the County's advocacy in support or opposition to legislation that conforms to the positions the County has taken in the past or new positions to be taken on matters of importance to the County.

Dated this 9th day of November, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: Sustainable Development, Gordon Thomas Honeywell Governmental Affairs S. Palmus

BENTON COUNTY, WASHINGTON

2022 LEGISLATIVE AGENDA

SUPPORT HB 1333 – RURAL COUNTIES' PUBLIC FACILITIES SALES & USE TAX

Benton County supports House Bill 1333, renewing the rural county sales tax credit program, which provides a .09% credit against the state sales tax to rural counties for economic development uses. The program was originally authorized by the legislature in 1997. Money from this program funds the County's Rural County Capital Fund and accumulates approximately $300,000 a month. This funding is disbursed to cities, ports, and the County for approved economic development projects and is a key source of local funding. Please visit our website at https://tinyurl.com/BentonPoint09 for more examples of projects funded through this program.

CONTINUED SUPPORT OF THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

Thanks to the hard work of our legislative delegation, Benton County received $2.75 million in the 2021 Capital Budget to complete site feasibility, architectural and engineering work, and design work for the Three Rivers Behavioral Health Recovery Center. The Recovery Center will provide over 550,000 individuals access to a full continuum of behavioral health services at multiple points of entry, including a community/law enforcement referral point, withdrawal management and stabilization services, residential substance use treatment services, and a 16-bed evaluation and treatment center. The County anticipates completing design work by mid-2023. With estimated construction costs totaling over $13 million, continued State partnership on the next phase of the project is critical to its timely completion. Benton County anticipates requesting funding for construction of the Recovery Center in the 2023 Capital Budget.

REGULAR MEETINGS OUTSIDE OF COUNTY SEAT

Benton County requests a change to RCW 36.32.080 to allow monthly, regular meetings to be held outside of the county seat. While Benton County's seat is in Prosser, most of the business, and most County facilities, are located in Kennewick. Additionally, most Benton County constituents are located within the greater Tri-Cities area. Counties are currently authorized to hold one meeting outside of the County seat once per quarter; increasing the frequency would provide greater predictability for constituents and enhance public participation.

SUPPORT HB 1407 – ALLOW COUNTIES TO RAISE EX PARTE FILING FEES

County Clerks are seeking legislation to permit a county to raise the Ex Parte filing fee from $30 up to $50. Ex Parte filing requires County Clerks offices to gather signatures that, under a normal filing, the filing party would be required to procure. Due to increased Ex Parte filings since the Covid-19 outbreak, County Clerk offices are seeing significant increases in staffing time and resources. The Ex Parte system is commonly used by legal professionals, who appreciate the service, as it saves their clients time and money. A fee increase for this service would not affect the general public, since there are other options in most counties to have documents signed. The filing fee has not increased since 2009.

SUPPORT HB 1376 – CONVERT REGISTERED LAND TO RECORDED PROPERTY

County Auditors continue to seek legislation to abolish Torrens. Torrens is an outdated, labor-intensive system of land registration separate from standard recording systems. The system requires a judicial component that creates an unnecessarily confusing and time-consuming burden for applicants and county offices alike. Only a handful of counties currently allow Torrens, however Benton County recently received notice of intent of an individual to register land under this system. Because no land in Benton County had ever been registered under Torrens, multiple departments were required to participate in establishing procedures and adopting court rules. By abolishing Torrens, an inefficient and antiquated system would be replaced by standardized land registration.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

Benton County has contracted with Gordon Thomas Honeywell Governmental Affairs to provide the County with governmental affairs and lobbying services since 2017.

Benton County staff believes it is in the best interest of the County to maintain its contract with Gordon Thomas Honeywell Governmental Affairs to provide continuing governmental affairs and lobbying consultant services in 2022, as detailed in the included Scope of Work.

This contract begins January 1, 2022 and terminates on December 31, 2022, unless amended by the parties.

Fiscal Impact

This consulting agreement is for a total amount not to exceed $51,000, to be billed to the County monthly in the amount of $4,166.66, with a total annual amount not to exceed $1,000 for additional expenses including, but not limited to, communication and travel.

Recommendation

Staff recommends the approval of this contract and resolution to continue receiving governmental affairs services from Gordon Thomas Honeywell Governmental Affairs.

Suggested Motion

"I move to approve the Consulting Agreement between Benton County and Gordon Thomas Honeywell Governmental Affairs for 2022 governmental affairs services as presented."

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A CONSULTING AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS FOR LOBBYING CONSULTANT SERVICES

WHEREAS, Benton County has previously contracted with Gordon Thomas Honeywell Governmental Affairs, per Resolutions 2017-046, 2017-857, 2018-868, 2019-819, and 2020-490, for governmental affairs services that support the general governmental services of the County, periodic legislative reports, and advising on legislative issues; and

WHEREAS, Benton County wishes to continue receiving said consultant services, including any reports and/or advising on legislative issues, for the duration of 2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs for governmental affairs services for the duration of 2022 and hereby authorizes the Board to sign the Consulting Agreement; and

BE IT FURTHER RESOLVED, Gordon Thomas Honeywell Governmental Affairs will bill the County in the monthly amount of $4,166.66, and may also bill the County for expenses including, but not limited to, communication and travel, up to an aggregate maximum of $1,000 for the term of the contract, for a total contract amount not to exceed $51,000; and

BE IT FURTHER RESOLVED, this agreement shall start January 1, 2022 and terminate on December 31, 2022.

Dated this 9th day of November, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: Auditor; PA-Contract Compliance; Gordon Thomas Honeywell S. Palmus

BENTON COUNTY
CONSULTING AGREEMENT

This Agreement is entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and Gordon Thomas Honeywell Governmental Affairs, a Washington Limited Liability Company, with its principal offices at 1201 Pacific Avenue, Suite 2100, Tacoma, WA 98401 (hereinafter "Consultant"), upon the following terms and conditions:

A. **Scope of Work.** Consultant will advise and assist the Benton County in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.

B. **Compensation; Expenses.** Benton County will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A."

C. **Invoices; Payment.** Consultant will furnish Benton County invoices at regular intervals, as set forth in Attachment "A."

D. **Term.** Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A," unless earlier terminated by mutual agreement. Benton County or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days' notice.

E. **Ownership of Work Product.** The product of all work performed under this agreement, including reports, and other related materials shall be the property of Benton County or its nominees, and Benton County or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

G. **Independent Contractor.** Consultant is an independent contractor, and nothing contained herein shall be deemed to make Consultant an employee of Benton County, or to empower consultant to bind or obligate Benton County in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

H. **Release of Claims; Indemnity.** Consultant hereby releases, and shall defend, indemnify and hold harmless Benton County from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or product liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

I. **Assignment.** Consultant's rights and obligations hereunder shall not be assigned or transferred without Benton County's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

J. **Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

K. **Arbitration.** Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply.

L. **Entire Agreement; Etc.** This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Dated: _____

BENTON COUNTY
BOARD OF COMMISSIONERS

_____
Jerome Delvin, Chairman

_____
Shon Small, Chairman Pro-Tem

_____
Will McKay, Member

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

Attest: _____
Clerk of the Board

Approved as to Form
Ryan K Brown
Ryan Brown
Chief Civil Deputy Prosecuting Attorney

Dated: 10/8/21

GORDON THOMAS HONEYWELL
GOVERNMENTAL AFFAIRS

Josh Weiss
Signature

Josh Weiss
Printed Name

Vice President
Title

ATTACHMENT "A" TO
BENTON COUNTY CONSULTING AGREEMENT

A. **Scope of Work:** Consultant shall provide the County with the following governmental affairs services:

- Lobby for State legislation that supports the general government of the County
- Provide the County with periodic legislative reports during the legislative session that includes hearing schedules and a summary of bills important to the County. Identify legislation that would impact Benton County specifically.
- Provide the County with regularly updated bill tracking lists.
- Lobby for and against State legislative issues impacting Benton County's general government interests.
- Work with stakeholder groups, including the Washington State Association of Counties, in expressing support or opposition for legislative proposals.
- Consultant will register as the County's lobbyist with the Public Disclosure Commission, prepare all filings required of the County, and advise the County as to its duties in complying with all filing requirements.

B. **Compensation/Expenses:** Benton County shall pay Consultant a monthly fee of $4,166.66 for the services listed above. Consultant may also bill the County for expenses including, but not limited to, communication expenses and travel, up to an aggregate maximum of $1,000 for the term of the contract, for a total contract amount not to exceed $51,000.

C. **Invoices/Payments:** (a) Consultant shall furnish Benton County with invoices for services performed on a monthly basis, and (b) Benton County shall pay each of Consultant's invoices within thirty (30) days after County's receipt and verification of invoices.

C. **Term of Agreement:** Consultant's services shall commence on January 1, 2022 and shall terminate on December 31, 2022.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 9, 2021
Subject:	Federal Services Contract with Gordon Thomas Honeywell Government Affairs
Presenters:	Shyanne Palmus
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen & Adam Fyall

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 Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contracts

Summary / Background Information

Staff is presenting, for the Board's consideration, a continuing contract with Gordon Thomas Honeywell Government Affairs (GTH) for the 2022 calendar year for federal lobbying services (Washington DC). Staff believes it is in the best interest of the County to maintain its contract with Gordon Thomas Honeywell Governmental Affairs to provide continuing federal governmental affairs and lobbying consultant services in 2022, as detailed in the included Scope of Work.

This contract begins January 1, 2022 and terminates on December 31, 2022 unless amended by the parties.

The contract *has not* been approved for form by the Prosecutor. Legal counsel has sent separate communication to Commissioners, further and more specifically outlining concerns.

Fiscal Impact

This consulting agreement is for a total amount not to exceed $72,000, to be billed to the County monthly in the amount of $6,000, to be paid from the Capital budget.

Recommendation

Administration Staff recommends the approval of this contract and resolution to continue receiving federal governmental affairs services from Gordon Thomas Honeywell Governmental Affairs.

Suggested Motion

"I move to approve the Consulting Agreement between Benton County and Gordon Thomas Honeywell Governmental Affairs for 2022 federal governmental affairs services, as presented."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A CONSULTING AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS FOR FEDERAL GOVERNMENTAL AFFAIRS CONSULTANT SERVICES

WHEREAS, Benton County has previously contracted with Gordon Thomas Honeywell Governmental Affairs, per Resolution 2021-324, for federal governmental affairs services that support the general governmental services of the County, periodic legislative reports, and advising on legislative issues; and

WHEREAS, Benton County wishes to continue to contract with Gordon Thomas Honeywell Governmental Affairs for federal-level consultant services, including any reports and/or advising on federal legislative policy issues and funding opportunities that promote high-priority County projects, for the duration of 2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs for federal governmental affairs services for the duration of 2022 and hereby authorizes the Board to sign the Consulting Agreement; and

BE IT FURTHER RESOLVED, Gordon Thomas Honeywell Governmental Affairs will bill the County in the monthly amount of $6,000, for a total contract amount not to exceed $72,000 and that this agreement shall commence January 1, 2022 and terminate on December 31, 2022.

Dated this 9th day of November, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: Auditor; PA-Contract Compliance; Gordon Thomas Honeywell S. Palmus

BENTON COUNTY
CONSULTING AGREEMENT

This Agreement is entered into by and between Benton County and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "Consultant"), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the Benton County in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.

B. Compensation; Expenses. Benton County will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A."

C. Invoices; Payment. Consultant will furnish Benton County invoices at regular intervals, as set forth in Attachment "A."

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A," unless earlier terminated by mutual agreement. Benton County or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days' notice.

E. Ownership of Work Product. The product of all work performed under this agreement, including reports, and other related materials shall be the property of Benton County or its nominees, and Benton County or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

G. Independent Contractor. Consultant is an independent contractor, and nothing contained herein shall be deemed to make Consultant an employee of Benton County, or to empower consultant to bind or obligate Benton County in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

H. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless Benton County from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

I. Assignment. Consultant's rights and obligations hereunder shall not be assigned or transferred without Benton County's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

J. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof. **The parties agree that any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Benton County, Washington.**

K. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

L. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

M. Nondiscrimination. The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

N. Liability insurance. Commercial General Liability insurance at a limit of liability not less than $1,000,000 Each Occurrence, and $5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Benton County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this agreement. Such insurance shall provide that Benton County, its officers, employees,

agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than $1,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

O. Verification of Coverage. Prior to execution of this agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

P. Debarment Certification: The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subcontractors becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.

Q. Consultants' Waiver of Employer's Immunity under Title 51 RCW: The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary tin Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

Dated: _____

BENTON COUNTY
BOARD OF COMMISSIONERS

_____
Jerome Delvin, Chairman

_____
Shon Small, Chairman Pro-Tem

_____
Will McKay, Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Ryan Brown
Chief Civil Deputy Prosecuting Attorney

Dated: 10/28/2021

GORDON THOMAS HONEYWELL
GOVERNMENTAL AFFAIRS

_____
Signature

Dale Learn
Printed Name

Managing Partner, Federal
Title

ATTACHMENT "A" TO
BENTON COUNTY CONSULTING AGREEMENT

A. Scope of Work: Consultant shall provide Benton County with the following federal governmental affairs services:

- Identify, develop, track, and lobby on federal policy and funding that promote high priority projects within the County.

- Initial requests for federal funding will likely focus on projects related to justice, public health, economic development, and surface transportation. These will likely include securing federal funding for the Three Rivers Behavioral Health Recovery Center, for the Benton-Franklin Juvenile Justice At-Risk Youth Services Center, as well as for a designated set of agreed upon surface transportation projects.

- Possible federal funding opportunities for these projects could include congressionally designated spending in the annual appropriations process or in a federal infrastructure package ("earmarks"), or through other programs in federal legislation and federal grants.

- Directly lobby the Washington State Congressional delegation and other federal decision makers, including those in the Administration and appropriate agencies, as necessary to pursue federal funding for the County's mutually agreed upon projects.

- Work as a liaison between Benton County and federal officials, Members of Congress, congressional staff, and Administration representatives to support issues and projects important to the County.

- Advise and cultivate strategies for Benton County officials, local community leaders, and business leaders to support the requests to the Administration and Congress.

- Provide and communicate with Benton County on no fewer than monthly reports and updates on accomplishments, status, and progress.

B. Compensation/Expenses: Benton County shall pay Consultant a monthly fee of $6,000 for the services listed above., for a total contract amount not to exceed $72,000.00.

C. Invoices/Payments: (a) Consultant shall furnish Benton County with invoices for services performed on a monthly basis, and (b) Benton County shall pay each of Consultant's invoices within thirty (30) days after Benton County's receipt and verification of invoice.

D. Term of Agreement: Consultant's services shall commence on January 1, 2022, and end on December 31, 2022.