

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

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail,
click on highlighted areas.

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

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agenda/commissioners>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, December 7, 2021
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **November 30, 2021**

Review Agenda

Consent Agenda

Auditor

a. Surplus and Disposition of Personal Property

Commissioners

b. Appointment of Richa Sigdel to the Mid-Columbia Libraries Board

Human Services

c. Grant Agreement w/Arc of Tri-Cities for Employment Services

d. Grant Agreement w/Columbia Industries for Employment Services

e. Grant Agreement w/Responding to Autism Services for Employment Services

Public Works

f. Award of Contract to Siefken & Sons Construction for the Moderate Risk Waste Facility Project

g. Ratifying Change Order No. 4 to Central Washington Asphalt for Bituminous Surface Treatment

h. Interlocal Agreement w/City of Richland for Revision of Corporate Boundary

Purchasing

- i. Contract w/LexisNexis for Law Library @ the Jail

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

Scheduled Business

Special Olympics Update ~ K Sullivan

Discussion on Adding Veterans Service Officer to Veterans Assistance Program ~ K Sullivan

Prosser Economic Development Association Quarterly Update ~ Neal Ripplinger

Office of Public Defense Grant Funding for Addressing Cases Pursuant to *State vs. Blake* ~ E Hsu

- **Grant** Agreement w/WA State Office of Public Defense
- **Line** Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 136

Disbursement to the City of West Richland for the Cooperative Way Project ~ A Fyall

Other Business

Executive Session

County's Position and Strategy In Union Negotiations ~ L Wingfield

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, November 30, 2021, 9:00 a.m.

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

Present: Chairman Pro Tem Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Alt. Clerk of the Board Marilu Flores

Absent: Chairman Jerome Delvin (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Karlee Ainsworth, HR Assistant Manager; County Engineer Doug D’Hondt; Deputy Clerk Elaine Osborne; Chief Deputy Auditor Lorene Roe; District Court Administrator Ela Selga; District Court Accounting Supervisor Veronica Saenz

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of November 16, 2021 were approved.

The Minutes of the Special Meeting of November 19, 2021 were approved.

Agenda Review

The following items were added to “Other Business”:

- 2 items from the Auditor’s Office

Consent Agenda

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

Auditor

- a. Amended Engagement Letter w/the State Auditor’s Office for 2020 Audits

Clerk

- b. Upgrade Service Agreement w/i3-IMAGESOFT for Project Change Request No. 21420
- c. Statement of Work No. 21847 w/i3-IMAGESOFT for Support of OnBase Document Management System

Human Resources

- d. Establishing Holidays and Hours for the Transaction of Business for 2022

Juvenile

- e. Adopting Flat Monthly Payments for 2021-2022 Juvenile Operations & Facilities Budget; Amending Resolution 2020-1016
- f. Contract w/Washington Collectors for Collection of Unpaid Fees and Interest
- g. Line Item Transfer, Fund No. 0115-101, Dept. 171
- h. Line Item Transfer, Fund No. 0000-101, Dept. 138

Office of Public Defense

- i. Public Defense Investigation Contract w/Abel Campos dba Premier Investigations
- j. Amending Resolution 2021-446; Investigative Public Defense Contract w/Shawna Morris dba Harrington Investigations
- k. Amending Resolution 2021-531; Investigative Public Defense Contract w/Clay Vannoy
- l. Investigative Public Defense Services w/Mark Almquist dba Columbia Private Investigation

Purchasing

- m. Purchase of Twelve Exterior Waste Receptacles for the Justice Center Campus From Hunter Site Furnishings
- n. Change Order No. 3 to Freeform Contract for Furnishings @ Administration Building
- o. Supplemental Agreement w/PBS Engineering & Environmental Inc for On-Call Geophysical /Geotechnical Services
- p. Purchase of Weapons, Air Tasers & Incapacitation Devices From Axon Enterprises for Corrections Dept and Sheriff's Office
- q. Interlocal Cooperative Agreement w/Energy Northwest for General Equipment and Services
- r. Rejecting Bid #CB21-18 for 2021 Catch Basin & Drywell Cleaning Project
- s. Agreement w/Washington Collectors for Collection Services for District Court
- t. Purchase of Communication Equipment From Motorola Solutions for Sheriff's Office
- u. Contract w/C & E Trenching for 2021-2023 Snow Removal & Ice Control Services

Superior Court

- v. Expending Funds From the Trial Court Improvement Fund for Courtroom Equipment Project

Public Comment

None.

Scheduled Business

Public Works Position Request – Operations Manager

Karlee Ainsworth & Doug D'Hondt presented a request for a new position in Public Works and reviewed the following resolutions:

- Establishing the Operations Manager Classification Description
- Operations Manager Salary Placement
- Line Item Transfer, Fund No. 0101-101, Dept. 500
- Public Works Department Organizational Chart

MOTION: Commissioner McKay moved to approve the Operations Manager classification description as presented. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the Operations Manager as a grade 9 on the Benton County Administrators, Managers & Assistant Managers Salary Schedule as presented. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the Line Item Transfer, County Road Fund 0101-101, Dept. 500 in the amount of \$243,516.00 as presented. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the Benton County Public Works Department organizational chart as presented. Commissioner Small seconded and upon vote, the motion carried.

County Electronic Signature Policy

Robert Heard, IT Manager, presented the proposed County Electronic Signature Policy for the Board's consideration. Mr. Heard mentioned that the policy had been in the works for some time and it's Benton County's first policy and is in line with other policies used by local agencies within the State.

MOTION: Commissioner McKay moved to approve the Resolution adopting the Benton County Electronic Signature Policy as presented. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Chief Deputy Auditor, Lorene Roe, brought forth a delegation of authority signed by Chairman Delvin, delegating authority to serve on the canvassing board to Commissioner Small for the manual recount of the City of Benton City – Council Position 3 race.

MOTION: Commissioner Small moved to ratify the signature of Chairman, Jerome Delvin, delegating Commissioner Shon Small to serve on the Benton County Canvassing Board for the recount of the City of Benton City – Council Position 3 race. Commissioner McKay seconded and upon vote, the motion carried.

Chief Deputy Auditor Roe also presented and read a thank you letter from Auditor Brenda Chilton expressing gratitude to Robert Blain and Robert Heard and their teams in the Facilities & IT Departments during the move to the new Administration Building.

Tort Claims

CC 2021-33: Received on 11/29/21 from Benton PUD

Payroll

Check Date: 11/15/21

Payroll Draw Checks

Total all funds: \$112,951.71

Warrant #243412-243413

Direct Deposit #: 166871-167019

Payroll Draw Deductions/Transfers

Total all funds: \$20,324.67

Taxes 101211113

ACH #

Accounts Payable

Check Date: 11/19/21

Warrants #: 223620-223981

Total all funds: \$1,005,162.49

EFT's #: 2026-2028

Transfers #: 11192101-11192102

Total all funds: \$1,016,547.53

Resolutions

2021-832: Upgrade Service Agreement w/i3-IMAGESOFT for Project Change Request No. 21420

2021-833: Statement of Work No. 21847 w/i3-IMAGESOFT for Support of OnBase Document Management System

2021-834: Establishing Holidays and Hours for the Transaction of Business for 2022

2021-835: Adopting Flat Monthly Payments for 2021-2022 Juvenile Operations & Facilities Budget; Amending Resolution 2020-1016

2021-836: Contract w/Washington Collectors for Collection of Unpaid Fees and Interest

2021-837: Line Item Transfer, Fund No. 0115-101, Dept. 171

2021-838: Line Item Transfer, Fund No. 0000-101, Dept. 138

2021-839: Public Defense Investigation Contract w/Abel Campos dba Premier Investigations

- 2021-840: Amending Resolution 2021-446; Investigative Public Defense Contract w/Shawna Morris dba Harrington Investigations
- 2021-841: Amending Resolution 2021-531; Investigative Public Defense Contract w/Clay Vannoy
- 2021-842: Investigative Public Defense Services w/Mark Almquist dba Columbia Private Investigation
- 2021-843: Purchase of Twelve Exterior Waste Receptacles for the Justice Center Campus From Huntco Site Furnishings
- 2021-844: Change Order No. 3 to Freeform Contract for Furnishings @ Administration Building
- 2021-845: Supplemental Agreement w/PBS Engineering & Environmental Inc for On-Call Geophysical /Geotechnical Services
- 2021-846: Purchase of Weapons, Air Tasers & Incapacitation Devices From Axon Enterprises for Corrections Dept and Sheriff's Office
- 2021-847: Interlocal Cooperative Agreement w/Energy Northwest for General Equipment and Services
- 2021-848: Rejecting Bid #CB21-18 for 2021 Catch Basin & Drywell Cleaning Project
- 2021-849: Agreement w/Washington Collectors for Collection Services for District Court
- 2021-850: Purchase of Communication Equipment From Motorola Solutions for Sheriff's Office
- 2021-851: Contract w/C & E Trenching for 2021-2023 Snow Removal & Ice Control Services
- 2021-852: Expending Funds From the Trial Court Improvement Fund for Courtroom Equipment Project
- 2021-853: Establishing the Operations Manager Classification Description
- 2021-854: Operations Manager Salary Placement
- 2021-855: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 2021-856: Public Works Department Organizational Chart
- 2021-857: Benton County Electronic Signature Policy

There being no further business before the Board, the meeting adjourned at approximately 9:16 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 07, 2021
Subject:	Declaration of Surplus Property
Presenter:	
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

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

Fiscal Impact

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

AUDITOR

- HART Equipment
 - Poor condition

CLERK

- Digital Executive Safe
 - 10-15 years old; fair condition
 - County Tag # N/A

CORRECTIONS

- Four Drawer Metal File Cabinet
 - Poor condition
 - County Tag # N/A
- Metal Desk with Hutch
 - Poor condition
 - County Tag # 10741
- Vertical Metal Cabinet
 - Poor condition
 - County Tag # N/A

ER&R

- 2014 Ford F150 – Fair Condition
 - Plate # A6499C
 - VEH # 0558
 - VIN # 1FTFX1ETXEFC18272

- 2014 Ford F150 – Fair Condition
 - Plate # A6498C
 - VEH # 0559
 - VIN # 1FTNF1ETXEKF10848
- 2009 Chevrolet Impala – Good Condition
 - Plate # 90818C
 - VEH # 1085
 - VIN # 2G1WB57KX91276429
- 2006 Chevrolet Impala – Good Condition
 - Plate # 76546C
 - VEH # S06-03
 - VIN # 2G1WS581669347984
- Brooms Brushes (2 sets of 3)
 - Poor Condition
 - Tag # N/A
- PowerBack Generator
 - Poor condition
 - Tag # N/A
- Mikasa MT75HS Tamping Rammer
 - Poor condition
 - Tag # N/A

FACILITIES

- Red Padded Chairs-Metal Framed
 - Poor condition
 - Tag # 9440, 9442-9445, 9453, 9461, 9466, 9469, 9472, 9482-9484, 9487 9490-9493, 9496, 9497, 9500, 9503, 9507

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/07/21	
Subject:	Bi County Appointment of Richa Sigdel to the Mid-Columbia Libraries Board	
Presenter:	--	
Prepared By:	M Flores	
Reviewed By:		
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the resignation of Tom Callahan. The Library Board advertised this position and completed the interview process. On Nov. 16, 2021, the Library Board unanimously recommended to appoint Richa Sigdel to fill the unexpired term ending Dec. 31, 2025.

Fiscal Impact

Recommendation

Approve the attached joint resolution for appointment Richa Sigdel to the Mid-Columbia Library Board of Trustees to a term expiring Dec. 31, 2025.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION 2021 - 265

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF APPROVING THE APPOINTMENT OF RICH A SIGDEL TO THE MID-COLUMBIA LIBRARIES BOARD OF TRUSTEES TO FILL THE UNEXPIRED TERM OF TOM CALLAHAN WHO HAS RESIGNED FOR A TERM EXPIRING DECEMBER 31, 2025.

WHEREAS, Tom Callahan has resigned as a member of the Mid-Columbia Libraries Board of Trustees, creating a vacancy; and

WHEREAS, The Library Board advertised this position and has completed the interview process; and

WHEREAS, the Board of Trustees of Mid-Columbia Libraries unanimously voted to recommend Richa Sigdel to fill the unexpired term; NOW, THEREFORE,

BE IT RESOLVED the Boards of Commissioners of Benton and Franklin Counties hereby approve the appointment of Richa Sigdel to the Board of Trustees of Mid-Columbia Libraries, with said term expiring on December 31, 2025.

Dated this ____ day of _____, 2021

Dated this 23 day of NOVEMBER, 2021

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair



Chair

Chair



Chair

Member



Member


Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board



Clerk of the Board

cc: MCL; file



Keewaydin Park Branch
405 S. Dayton St.
Kennewick WA. 99336
(509) 586-3156

November 17, 2021

RECEIVED

NOV 17 2021

BENTON COUNTY
COMMISSIONERS

Benton County Commissioners
Benton County Courthouse
PO Box 190
Prosser, WA 99350-0190

Dear Commissioners:

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the resignation of Tom Callahan. Mr. Callahan was a Benton County representative and his unexpired term runs until December 31, 2025.

The Library Board advertised this position and has completed the interview process. On November 16, 2021, the Library Board unanimously recommended Richa Sigdel.

The Board of Trustees for Mid-Columbia Libraries is requesting a joint resolution appointing Benton County/Kennewick resident Richa Sigdel to the Board to fill the unexpired term ending on December 31, 2025.

Thank you for your consideration of this matter. Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin Meneely", written over a light blue horizontal line.

Erin Meneely
Operations Director

cc: Franklin County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 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:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> 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.

Exhibit C has been removed for recording due to personal information.

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

**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: cindy@arcotricities.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

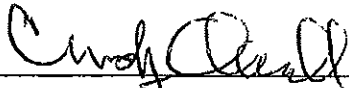
Attachments incorporated into this Agreement

Exhibit "A" – Data Security Requirements
Exhibit "C" - Medicaid Disclosure Form

Exhibit "B" – Fee-For-Service Schedule
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:



Title: Exec Director Date: 9/23/2021

For Benton County:

Benton County Commissioners

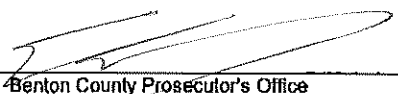
Date

Attest: Clerk of the Board

Approved as to Content

Approved as to Form


Department of Human Services


Benton County Prosecutor's Office

General Terms and Conditions

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/>.

General Terms and Conditions

- (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.

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- (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.

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- (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

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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

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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

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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.

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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 Contractor 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.

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- 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.

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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 AL TSA 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

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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.
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- 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.
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- 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 application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
- g. **Qualified Advisory Board Members:** A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.
- h. **Qualified Service Providers:** The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications***.
- i. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights:** The 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 reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.
- k. **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,

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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 a change 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 site <https://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.

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- 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.

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- (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
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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.
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- 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:

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- 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
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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

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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/ID) 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 10 failed logon attempts.

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

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

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

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

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

h. Data stored for backup purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

- a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor 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 expended. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

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

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

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

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

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

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

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

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

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

LODGING:

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 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:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> 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.

Exhibit C will has been removed for recording due to personal information.

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 thisday of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

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 "C" - Medicaid Disclosure Form

Exhibit "B" – Fee-For-Service Schedule
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

Approved as to Form



Department of Human Services



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

General Terms and Conditions

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/>.

General Terms and Conditions

- (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.

General Terms and Conditions

- (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.

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- (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

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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

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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

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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.

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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 Contractor 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.

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- 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 AL TSA 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

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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.
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- 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.
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- 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 application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
- g. **Qualified Advisory Board Members:** A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.
- h. **Qualified Service Providers:** The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications***.
- i. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights:** The 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 reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.
- k. **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,

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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 a change 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 site <https://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.

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- 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.

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- (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
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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.

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- 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:

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- 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

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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

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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.
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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 with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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 subcontractor 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 expended. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

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

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

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

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

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

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

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

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

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

LODGING:

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 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:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> 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.

Exhibit C has been removed for recording due to personal information.

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 thisday of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

**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 "C" - Medicaid Disclosure Form

Exhibit "B" – Fee-For-Service Schedule
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

Approved as to Form

[Signature]
Department of Human Services

[Signature]
Benton County Prosecutor's Office

General Terms and Conditions

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/>.

General Terms and Conditions

- (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.

General Terms and Conditions

- (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.

General Terms and Conditions

- (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

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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

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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

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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.

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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 Contractor 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.

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- 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.

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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 AL TSA 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

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- 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.
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- 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.
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- 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 application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
- g. **Qualified Advisory Board Members:** A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.
- h. **Qualified Service Providers:** The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications***.
- i. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights:** The 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 reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.
- k. 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,

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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 a change 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 site <https://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.

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- 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.

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- (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
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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.

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- 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:

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- 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
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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

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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/ID) 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 10 failed logon attempts.

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

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

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

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

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

h. Data stored for backup purposes.

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

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

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contract listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:

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

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

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

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

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

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

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

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

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

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

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

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

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

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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor 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 expended. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

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

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

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

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

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

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

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

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

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

LODGING:

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 2021	
Subject:	Award contract to Siefken & Sons Construction, Inc. for the Moderate Risk Waste Facility project	
Presenter:		
Prepared By:	S. Christen	
Reviewed By:	D. D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2021-743 a call for bids was advertised for CB21-07 – Moderate Risk Waste Facility project. On November 19, 2021 three bids were received and opened in the amounts on the attached tabulation. The bid called for a Base Bid - for the bulk of the project, and Alternate A - removal of the maintenance/equipment shed, and Alternate B - removal of the small maintenance/equipment storage shed on the west side of the main shed. It has been decided to keep the main storage shed and to just remove the small storage shed attached to the west side. Siefken & Sons Construction, Inc. was the lowest bidder with a total Base Bid and Alternate B of \$1,000,000.00.

A contract will be brought back to the Board at a later date.

Fiscal Impact

Amount: \$1,000,000.00

Fund: Solid Waste Fund

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract for CB21-07 – Moderate Risk Waste Facility project to Siefken & Sons Construction, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING CB21-07 – MODERATE RISK WASTE FACILITY PROJECT TO SIEFKEN & SONS CONSTRUCTION, INC., RICHLAND, WASHINGTON

WHEREAS, per Resolution 2021-743 a bid call was scheduled for CB21-07 – Moderate Risk Waste Facility project; and

WHEREAS, three bids were received and opened on November 19, 2021, and are as set forth on the attached tabulation

Siefken & Sons Construction, Inc., Richland, WA (SIEFKSC198MZ)	\$ 996,000.00
Alternate B – Removal of equipment storage shed	\$ 4,000.00
Booth and Sons Construction, Inc., Richland, WA (BOOTHSC994NB)	\$1,056,700.00
Alternate B – Removal of equipment storage shed	\$ 3,000.00
Banlin Construction, Kennewick, WA (BANLICL8818CB)	\$1,094,874.00
Alternate B – Removal of equipment storage shed	\$ 1,050.00

WHEREAS, the County Engineer recommends award of the Base Bid and Alternate B to Siefken & Sons Construction, Inc. as the lowest responsible bidder with a total bid of \$1,000,000.00; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners concurs with the County Engineer’s recommendation and awards the bid for CB21-07 – Moderate Risk Waste Facility project to Siefken & Sons Construction, Inc., Richland, Washington in the amount of \$1,000,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners direct staff to prepare a contract with Siefken & Sons Construction, Inc. to be brought back to the Board for approval at a later date.

Dated this 7th day of December 2021.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

**Benton County
Moderate Risk Waste Facility Project
CB21-07**

Bid Opening: November 19, 2021 3:00 p.m.				
	Siefkin & Sons Construction, Inc. 1305 Mansfield St., Suite 1 Richland, WA 99352	Booth and Sons Construction, Inc. P. O. Box 608 Richland, WA 99352	Banlin Construction 320 W. Columbia Dr. Kennewick, W 99336	Engineer's Estimate
Acknowledge 2 Addendums:	X	X	X	
Bid Form:	X	X	X	
Bid Bond:	X	X	X	
HVAC Subcontractor List (1 hour):	X	---	X	
Steel and Rebar Subcontractor List (48 hours):	X	---	X	
Base Bid:	\$996,000.00	\$1,056,700.00	\$1,094,874.00	\$1,150,655.62
Alternate A: Removal of Maintenance/Equip. Shed NOT ACCEPTED	\$30,000.00	\$27,300.00	\$27,035.00	\$41,604.05
Alternate B: Removal of Maintenance/Equip. Storage on West side of the Shed	\$4,000.00	\$3,000.00	\$1,050.00	\$3,500.00
Total with Accepted Alternate B only:	\$1,000,000.00	\$1,059,700.00	\$1,095,924.00	\$1,154,155.62

I, Douglas D'Hondt, certify the above items were included in the bids as opened at the Benton County Public Services Building, 102206 Wiser Parkway, Kennewick, WA at 3:00 p.m. on November 19, 2021.



Douglas D'Hondt, P.E., L.E.G.
County Engineer

SECTION 00 41 00

BID FORM

THIS BID SUBMITTED TO:

Benton County Public Services Building
102206 East Wiser Parkway
Kennewick, WA 99338

BID INFORMATION

Bidder: Siefken & Sons Construction, Inc.

Project Name: Benton County Moderate Risk Waste Facility Retrofit

Project Location: 1709 S. Ely Street, Kennewick, WA 99336

Owner: Benton County

CERTIFICATIONS AND BASE BID

In submitting this proposal, the Contractor represents that:

- A. The Contractor has examined the entire Request for Proposal and all addenda thereto.
- B. Single Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above named project, according to the requirements to the Procurement and Contracting Documents, for the stipulated sum broken out into the following tasks:

1. BASE BID (all trades)

Nine hundred ninety six thousand dollars and no cents Total Dollars (\$ 996,000.00)
Excluding Washington State sales tax.

2. ALTERNATES

a. Removal of Maintenance/Equipment Shed

thirty thousand dollars and no cents Total Dollars (\$ 30,000.00)
Excluding Washington State sales tax.

b. Removal of Maintenance/Equipment Storage on the West side of the Shed

Four thousand dollars and no cents Total Dollars (\$ 4,000.00)
Excluding Washington State sales tax.

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [10] days after a written Notice of Award, if offered within [60] days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

5% of base bid in the form of a bid bond Dollars (\$)

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work no later than 150 calendar days after the date established in the Notice to Proceed.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 10-21-21.

Addendum No. 2, dated 11-10-21.

Addendum No. 3, dated _____.

CONTRACTOR'S LICENSE

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination,

Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

REQUIRED PUBLIC WORKS TRAINING

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had Labor and Industries training, or they are exempt from said public works training.


CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 19th day of November, 2021.

Submitted By: Siefken & Sons Construction, Inc. (Name of bidding firm or corporation)

Authorized Signature:  (Handwritten signature)

Signed By: Jeffrey G Siefken (Print name)

Title: President (Owner/Partner/President/Vice President)

Street Address: 1305 Mansfield St Suite 1

City, State, Zip: Richland, WA 99352

Phone: 509-946-6500

Contractor's License No.: SIEFKSC198MZ

UBI No.: 600-402-552

Federal Tax ID No.: 91-1140212

Washington State Employment Security No.: 494782-00-5

END OF SECTION 004100



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **AiLi Palmer** of **SPOKANE**

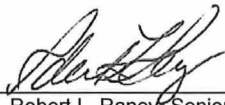
Washington, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

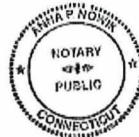
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **November**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Steffen & Sons Construction, Inc.
Local Agency Subcontractor List For:
Heating, Ventilation, and Air Conditioning, Plumbing, and Electrical

Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted Within One Hour of Bid Opening

Project Name Benton County Moderate Risk Waste Facility Retrofit

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name ~~Steffen & Sons Construction, Inc.~~ Apollo Mechanical Contractors
Work to be performed HVAC

Subcontractor Name Power City
Work to be performed Electrical

Subcontractor Name BVB Mechanical
Work to be performed Plumbing

Subcontractor Name 509 Construction
Work to be performed structural steel / Lintels

Subcontractor Name Country Masonry
Work to be performed Rebar Install

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SECTION 00 41 00

BID FORM

THIS BID SUBMITTED TO:

Benton County Public Services Building
102206 East Wiser Parkway
Kennewick, WA 99338

BID INFORMATION

Bidder: Booth and Sons Construction inc

Project Name: Benton County Moderate Risk Waste Facility Retrofit

Project Location: 1709 S. Ely Street, Kennewick, WA 99336

Owner: Benton County

CERTIFICATIONS AND BASE BID

In submitting this proposal, the Contractor represents that:

- A. The Contractor has examined the entire Request for Proposal and all addenda thereto.
- B. Single Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above named project, according to the requirements to the Procurement and Contracting Documents, for the stipulated sum broken out into the following tasks:

- 1. BASE BID (all trades)

ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED ⁰⁰/₁₀₀ Total Dollars (\$ 1,056,700⁰⁰)
Excluding Washington State sales tax.

- 2. ALTERNATES

- a. Removal of Maintenance/Equipment Shed

TWENTYSEVEN THOUSAND THREE HUNDRED ⁰⁰/₁₀₀ Total Dollars (\$ 27,300⁰⁰)
Excluding Washington State sales tax.

b. Removal of Maintenance/Equipment Storage on the West side of the Shed

Three Thousand dollars Total Dollars (\$ 3,000)
Excluding Washington State sales tax.

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [10] days after a written Notice of Award, if offered within [60] days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

Bid Bond Dollars (\$)

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work no later than 150 calendar days after the date established in the Notice to Proceed.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 10/22.

Addendum No. 2, dated 11/10 (11/15).

Addendum No. 3, dated .

CONTRACTOR'S LICENSE

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination,

Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

REQUIRED PUBLIC WORKS TRAINING

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had Labor and Industries training, or they are exempt from said public works training.

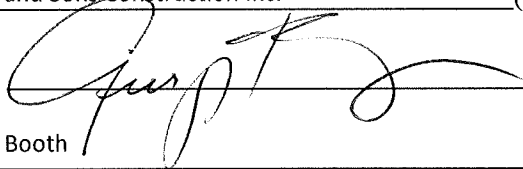
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 19 day of November, 2021.

Submitted By: Booth and Sons Construction inc. (Name of bidding firm or corporation)

Authorized Signature:  (Handwritten signature)

Signed By: George Booth (Print name)

Title: President (Owner/Partner/President/Vice President)

Street Address: PO Box 608

City, State, Zip: Richland WA, 99352

Phone: 509-308-4338

Contractor’s License No.: BOOTHSC994NB

UBI No.: 602122342 _____

Federal Tax ID No.: 912127567 _____

Washington State Employment Security No.: 162773008 _____

END OF SECTION 004100

SECTION 00 41 00a

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Booth & Sons Construction Inc
of PO Box 608 Richland, WA 99352

as principal, and the The Cincinnati Insurance Company, a corporation
duly organized under the laws of the State of Ohio, and authorized
to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the
full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its
sealed proposal for the following Benton County construction project, to wit:

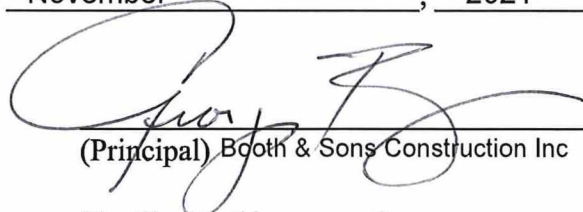
Moderate Risk Waste Facility (MRWF) Retrofit

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be
awarded to said principal, and if said principal shall duly make and enter into and execute said contract
and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said
award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall
remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 19th day of November, 2021.

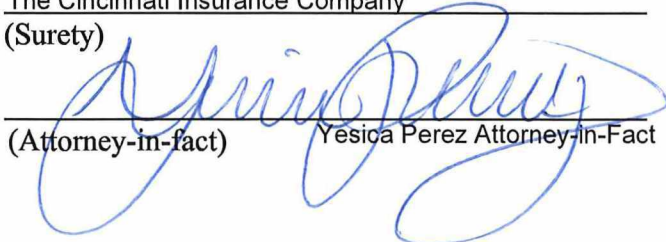


(Principal) Booth & Sons Construction Inc

The Cincinnati Insurance Company

(Surety)





(Attorney-in-fact) Yesica Perez Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Michael R. Button; Cheryl Moore; April Morgan and/or Yesica Perez

of Richland, Washington their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

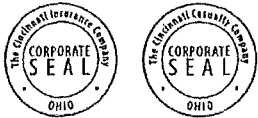
Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

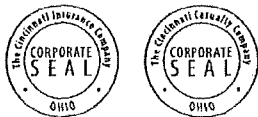


Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 19th day of November, 2021.



Ed H.

SECTION 00 41 00
BID FORM

THIS BID SUBMITTED TO:

Benton County Public Services Building
102206 East Wisner Parkway
Kennewick, WA 99338

BID INFORMATION

Bidder: BANLIN Construction

Project Name: Benton County Moderate Risk Waste Facility Retrofit

Project Location: 1709 S. Ely Street, Kennewick, WA 99336

Owner: Benton County

CERTIFICATIONS AND BASE BID

In submitting this proposal, the Contractor represents that:

- A. The Contractor has examined the entire Request for Proposal and all addenda thereto.
- B. Single Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above named project, according to the requirements to the Procurement and Contracting Documents, for the stipulated sum broken out into the following tasks:

- 1. BASE BID (all trades)

one million ninety four thousand eight hundred Total Dollars (\$ 1,094,874)
Excluding Washington State sales tax. Seventy four

- 2. ALTERNATES

- a. Removal of Maintenance/Equipment Shed

twenty seven thousand thirty five Total Dollars (\$ 27,035)
Excluding Washington State sales tax.

b. Removal of Maintenance/Equipment Storage on the West side of the Shed

one thousand & fifty Total Dollars (\$ 1,050)
Excluding Washington State sales tax.

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [10] days after a written Notice of Award, if offered within [60] days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

5% of Bid Dollars (\$ 5% of Bid)

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work no later than 150 calendar days after the date established in the Notice to Proceed.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 10-22-2021.

Addendum No. 2, dated 11-10-2021.

Addendum No. 3, dated _____.

CONTRACTOR'S LICENSE

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination,

Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

REQUIRED PUBLIC WORKS TRAINING

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had Labor and Industries training, or they are exempt from said public works training.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 19th day of November, 2021.

Submitted By: BANLIN Construction (Name of bidding firm or corporation)

Authorized Signature: [Handwritten Signature] (Handwritten signature)

Signed By: Jasen Bonta (Print name)

Title: owner (Owner/Partner/President/Vice President)

Street Address: 320 W Columbia Dr

City, State, Zip: Kennewick WA 99336

Phone: 509-586-2000

Contractor's License No.: BANLICL8818CB

UBI No.: 602556199

Federal Tax ID No.: 90-0810742

Washington State Employment Security No.: 330072-003

END OF SECTION 004100

SECTION 00 41 00a

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Banlin Construction, LLC
_____ of Kennewick, WA

as principal, and the Liberty Mutual Insurance Company, a corporation
duly organized under the laws of the State of Massachusetts, and authorized
to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the
full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its
sealed proposal for the following Benton County construction project, to wit:

Moderate Risk Waste Facility (MRWF) Retrofit

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be
awarded to said principal, and if said principal shall duly make and enter into and execute said contract
and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said
award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall
remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 28th day of October, 2021.

Banlin Construction, LLC



(Principal)

Liberty Mutual Insurance Company

(Surety)



(Attorney-in-fact) Chris Larson, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204945-985770

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan M. Wolfson, Amy F. Cathey, Chris Larson, Craig Jones, Diana R. Williams, Erin L. Repp, H. Keith McNally, Laurie A. Stewart, Meggan Davenport, Natasha Geiser, Ryan J. Pugh, Scott Jones, Susan B. Green, Travis Long, Wm Dinneen

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of October, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Local Agency Subcontractor List For: Heating, Ventilation, and Air Conditioning, Plumbing, and Electrical

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted Within One Hour of Bid Opening

Project Name Moderate Risk Waste Facility Retrofit

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Bruce Mechanical
Work to be performed HVAC

Subcontractor Name BNB Mechanical
Work to be performed Plumbing

Subcontractor Name Diamond Electric
Work to be performed Electrical

Subcontractor Name So9 Construction
Work to be performed Intel Install

Subcontractor Name Country Masonry
Work to be performed Masonry Rebar

* Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 2021	
Subject:	Ratifying Change Order No. 4 to Central Washington Asphalt's contract for the 2021 BST Area 5 and Edge Repair project	
Presenter:		
Prepared By:	Jeff Liner	
Reviewed By:	Shannon Christen	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

On March 16, 2021 the Board of County Commissioners approved Resolution 2021-240 and executed a contract with Central Washington Asphalt, Inc. for the 2021 Bituminous Surface Treatment Area 5 and Edge Repair project – C.E. 2118 SMP in the amount of \$1,692,556.92.

Three Change Orders have been authorized and ratified, a fourth change order is as follows.

Change Order No. 4 increased the quantity of Bid Item # 7 Paint Line from 354,288 L.F. to 433,721 L.F. an increase of 79,433 L.F. The total for this change order is \$7,148.97

This increases the overall contract amount to \$1,912,336.64 and will not increase the contract time.

The County Administrator has signed Change Order No. 4 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify this Change Order.

Fiscal Impact

Amount: \$7,148.97
Fund: Road Fund

Recommendation

Ratify Change Order No. 4 to Central Washington Asphalt's contract for the 2021 BST Area 5 and Edge Repair project as signed by the County Administrator.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER NO. 4 TO CENTRAL WASHINGTON ASPHALT, INC.'S CONTRACT FOR THE 2021 BITUMINOUS SURFACE TREATMENT AREA 5 AND EDGE REPAIR PROJECT

WHEREAS, on March 16, 2021 the Board of County Commissioners approved Resolution 2021-240 and executed a contract with Central Washington Asphalt, Inc. for the 2021 BST Area 5 and Edge Repair project – C.E. 2118 SMP in the amount of \$1,692,556.92.00; and

WHEREAS, the County Engineer has negotiated a fair and reasonable price for Change Order No. 4 for a total contract increase of \$7,148.97; and

WHEREAS, the County Administrator has approved and signed Change Order No.4; and

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 4, attached hereto, to the contract executed by Resolution 2021-240 with Central Washington Asphalt Inc. for the 2021 Bituminous Surface Treatment Area 5 and Edge Repair – C.E. 2118 SMP project; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$7,148.97 for a new contract amount not to exceed \$1,912,336.64 and no additional days will be added to the contract time of 50 days.

Dated this 7th day of December 2021.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board



Change Order

Contract Number CE 2118	Contract Title 2021 BST Area 5 and Edge Repair	Federal Aid Number N/A
Change Order Number 4	Change Description Increase In Paint line	Date 10-15-2021
Prime Contractor/Design-Bulder CENTRAL WASHINGTON ASPHALT		

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor/Design-Bulder

Increase In Plan Quantlty Paint Line

Due to an error in Plan Quantlty on Fog Line

- An Increase of Bld Item #7 PAINT LINE from 354,288 L.F. to 433,721 L.F. an increase of 79,433 L.F.
79,433 L.F. X \$0.09 = \$7,148.97

Explanation

When fog Line information was downloaded from mobility it was given in centerline distance and it should have been doubled in the locations that we have fog line on both sides of the road before being put into plan quantity.

Verbal Approval Date N/A	Working Days N/A
Original Contract Amount \$1,692,556.92	Current Contract Amount \$1,905,187.67
Est. Net Change This C.O. \$7,148.97	Est. Contract Amount \$1,912,336.64

<input checked="" type="checkbox"/> Approval Recommended <i>[Signature]</i> Project Engineer Date	<input checked="" type="checkbox"/> Approved <i>[Signature]</i> 11/03/21 County Administrator Date
<input checked="" type="checkbox"/> Approval Recommended <i>[Signature]</i> 11/1/21 By Prime Contractor Date	<input checked="" type="checkbox"/> Approved <i>[Signature]</i> 11/02/21 County Engineer Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 07, 2021	
Subject:	Agreement with City of Richland for revision of corporate boundary	
Presenter:		
Prepared By:	Douglas D'Hondt	
Reviewed By:	Matt Rasmussen	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

Benton County holds several right of ways that abut the City of Richland corporate limits. Recently the City approached the County about an upcoming development along Reata Road. The City desires to implement its roadway development standards for the entire roadway. The City standards typically include curbs, gutter, sidewalks and street lighting which are undesirable to the County from a maintenance perspective.

The County and the City desire to utilize their authority under RCW 35A.21.210 to transfer ownership of the subject roadways into the City of Richland. This permits the City to enforce its development standard for the roadway and removes the maintenance burden from the County.

An agreement is required to initiate the process. Once the resolution is approved the subject roadway for annexation by the County the City will subsequently approve said Ordinance.

Exhibit "C" – City of Richland Ordinance and Exhibit "D" – Benton County Resolution are included in the packet but are placeholders until the Agreement is approved.

Fiscal Impact

Certain portions of roadway will be removed from the Benton County Road system. This will reduce the maintenance burden on the County but will also reduce the County's proportion of state motor vehicle fuel taxes as it is partially based on road miles. The reduction in fuel tax revenue will be insignificant and outweighed by the reduction in maintenance costs. There are no taxable parcels being transferred under this agreement.

Recommendation

Staff recommends the Board approve the agreement beginning the process to revise the corporate boundary between the City of Richland and Benton County.

Suggested Motion

I move to approve an agreement between Benton County and the City of Richland to revise the City's corporate boundary pursuant to RCW 35A.21.210.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING AN AGREEMENT WITH THE CITY OF RICHLAND CONCERNING A REVISION OF THE CITY OF RICHLAND'S CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County owns a right of way at Reata Road. The edge of which abuts the City limits of the City of Richland; and

WHEREAS, the City of Richland desires to own the right of way and Benton County desires to transfer the right of way to the City of Richland; and

WHEREAS, the City of Richland and Benton County have the authority to enter into this agreement pursuant to RCW 35A.21.210; **NOW, THEREFORE**,

BE IT RESOLVED that the Agreement with the City of Richland – County of Benton Revision of Corporate Boundary be approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said agreement.

Dated this 7th day of December 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**EXHIBIT D
RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING AN AGREEMENT WITH THE CITY OF RICHLAND CONCERNING A REVISION OF THE CITY OF RICHLAND’S CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which “coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city”; and

WHEREAS, Benton County owns a right of way at Reata Road. The edge of which abuts the City limits of the City of Richland; and

WHEREAS, the City of Richland desires to own the right of way and Benton County desires to transfer the right of way to the City of Richland; and

WHEREAS, the City of Richland and Benton County have the authority to enter into this agreement pursuant to RCW 35A.21.210; **NOW, THEREFORE**,

BE IT RESOLVED that the Agreement with the City of Richland – County of Benton Revision of Corporate Boundary be approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said agreement.

Dated this 7th day of December 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

After recording return to:
Richland City Clerk
625 Swift Blvd. MS-02
Richland, WA 99352

AGREEMENT
CITY OF RICHLAND ----- COUNTY OF BENTON
REVISION OF CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 and RCW 35.22.195 authorize charter cities and counties to revise any part of a corporate boundary of a city which “coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city”; and

WHEREAS, Benton County (hereafter “County”) owns a right-of-way the edge of which abuts the city limits of the City of Richland (“City”) which is legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein by reference (hereafter right-of-way); and

WHEREAS, the right-of-way was not included with previous annexations; and

WHEREAS, the City desires to own the right-of-way and the County desires to transfer the right-of-way to City; and

NOW THEREFORE, City and County agree as follows:

1. City shall pass an ordinance in the form attached hereto as **Exhibit C** revising the City’s corporate boundary by authority of this Agreement to include the property described on **Exhibit A** and depicted on **Exhibit B**.
2. County shall pass a resolution in the form attached hereto as **Exhibit D** approving the City’s ordinance revising its corporate limits to include the properties listed on **Exhibit A** and depicted on **Exhibit B**.
3. The revision of the City’s corporate boundary will not become effective until the County’s resolution is passed by the Benton County Commissioners.
4. The Public Works Director of City and the County Engineer of County are jointly designated as responsible for implementing and administering this Agreement.

5. The City and County will not acquire any joint property pursuant to this Agreement.
6. The purpose of this Agreement is to include right-of-way currently in Benton County within the jurisdictional limits of the City of Richland.
7. Should a dispute arise regarding this Agreement, the Parties hereto shall first meet and attempt in good faith to resolve their differences. In the event that is unsuccessful, then the Parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.
8. This Agreement may be amended or modified only by written Agreement duly executed by the Parties hereto. This Agreement is executed in duplicate originals. One original shall go to each Party. The City shall record this Agreement with the Benton County Auditor after it has been approved by City and County.

Dated:

County By:

City By:

Chair of the Benton County
Board of Commissioners

Jon Amundson, ICMA-CM
Interim City Manager

Attest:


Attest:

Cami Mckenzie
Clerk of the Board

Jennifer Rogers, City Clerk

Approved as to form:

Approved as to form:



Reid Hay, Deputy Prosecuting Attorney

Heather Kintzley, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

That portion of Reata Road beginning at the north right-of-way of Interstate 82 and extending east to the east line of Section 4, Township 8N, Range 28E, W.M. containing 12.17 acres, more or less.

Also being depicted on the attached **Exhibit "B"**.

EXHIBIT C

RESOLUTION NO. 139-21

A RESOLUTION of the City of Richland authorizing an agreement with Benton County for revision of a corporate boundary at Reata Road.

WHEREAS, RCW 35A.21.210 and RCW 35.22.195 authorize charter cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County (hereafter "County") owns a right-of-way at Reata Road, the edge of which abuts the city limits of the City of Richland (hereafter "City"); and

WHEREAS, the right-of-way was not included with previous annexations; and

WHEREAS, the preliminary plat of South Orchard, proposed by the developers of the Badger Mountain South development, adjoins the Reata Road right-of-way and will bring substantial urban development to this area; and

WHEREAS, the development will require improvements to the Reata Road right-of-way; and

WHEREAS, the City and the County agree that the City should oversee the street improvements needed as a result of the South Orchard development due to the urban nature of the development; and

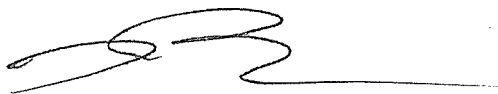
WHEREAS, the City desires to own the right-of-way and the County desires to transfer the right-of-way to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Benton County for revision of the corporate boundary at the Reata Road right-of-way.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

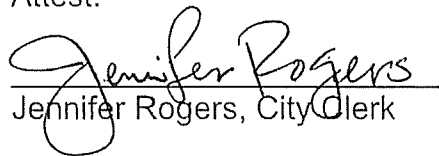
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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 16th day of November, 2021.

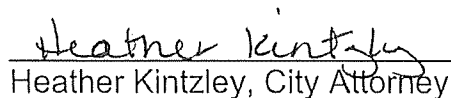


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 2021
Subject:	Service Contract with LexisNexis for Law Library within the Benton County Jail
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Purchasing Dept.
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Corrections Department has had a contract with LexisNexis for the External Hard Drive (EHD) systems that meets the requirements to provide case law and revised codes for Washington State to inmates within the Benton County jail since 2015.

Both parties would like to continue the service and renew the External Hard Drive (EHD) system for a contract amount of \$637.00 plus WSST per month, with an expiration date of December 31, 2022.

Fiscal Impact

Amount: Contract amount not to exceed \$7,650.00 plus WSST.

Fund: Said expenditures shall be paid out of Inmate Benevolence Fund.

Recommendation

Approve the attached Resolution and contract between Benton County and LexisNexis for a contract amount not to exceed \$7,650 plus WSST, commencing January 1, 2022 and terminating December 31, 2022 and authorize the Chairman or Chairman Pro-Tem of the Board to sign attached contract.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RENEWING THE SERVICE CONTRACT BETWEEN BENTON COUNTY AND LEXISNEXIS FOR AN EXTERNAL HARD DRIVE PRISON SOLUTIONS FOR CASE LAW AND REVISED CODES OF WASHINGTON STATE TO BE PROVIDED TO INMATES WITHIN THE BENTON COUNTY JAIL

WHEREAS, per 2020-443 dated July 14, 2020, the Board of Benton County Commissioners entered into a service contract with LexisNexis for the External Hard Drive (EHD) systems that meets the requirements to provide case law and revised codes for Washington State to inmates within the Benton County Jail for a service contract amount of \$637.00 plus WSST per month; and

WHEREAS, per Resolutions 2015-753; 2016-1033; 2017-829; 2018-909; 2019-785; and 2020-443 the Board of Benton County Commissioners approved the renewals of the contract between Benton County and LexisNexis with a final termination date of December 31, 2021; and

WHEREAS, both parties would like to continue the service and renew the External Hard Drive (EHD) system for a contract amount of \$637.00 plus WSST per month with an expiration date of December 31, 2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves renewing the contract between Benton County and LexisNexis, a division of RELX, Inc. for the External Hard Drive (EHD) system for a contract amount of \$637.00 plus WSST per month, with an overall contract amount not to exceed \$7,650 plus WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem of the Board to sign the attached contract between LexisNexis and Benton County; and

BE IT FURTHER RESOLVED, said renewal shall begin January 1, 2022 and shall terminate December 31, 2022.

Dated this _____ day of _____, 2021.

Chairman of the Board

Attest.....
Clerk of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

**RENEW YOUR LEXISNEXIS® PRISON SOLUTION
ORDER NOW BY SIGNING THIS LETTER AGREEMENT**

Thank you for using LexisNexis, a division of RELX Inc. as your provider of legal research materials for correctional facilities.

Currently you are using the LexisNexis services pursuant to the Prison Solution Agreement or Order (the "Order") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The Order offers you access to comprehensive content and ease-of-use. However, your LexisNexis service under this Order will expire soon.

By signing below, you may extend the term for the following period at the monthly commitment rate indicated below:

Customer Name:	Benton County	Account Number:	0099706902
-----------------------	---------------	------------------------	------------

Extension Period		Monthly Commitment	
Beginning	<u>1/1/2022</u>	to	<u>12/31/2022</u>
			\$ 637.00
Beginning	_____	to	_____
			\$
Beginning	_____	to	_____
			\$

Customer hereby certifies that they have _____ number of terminals

These changes will be effective on 1/1/2022. Except as expressly stated above, all other terms of the Order will remain unchanged and unaffected by this letter agreement.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Chris Conner
 Client Manager-Corrections
 937-344-8496
 866-293-4261
 866-960-2944
 chris.conner@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of terminals/licenses/locations then sign and date. Upon completion, return the signed letter agreement to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter agreement no later than the 31st of December.

If you do not respond to this letter, please be advised that the Order will expire at the end of the current commitment period and you will no longer receive updated materials.

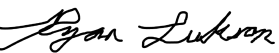
Customer Name: Benton County

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:


 Ryan J Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 2021	
Subject:	Update on Special Olympics	
Presenter:	Kyle Sullivan and Donna Tracy – Program Manager with The Arc of Tri-Cities	
Prepared By:	Kyle Sullivan	
Reviewed By:	Kyle Sullivan	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County has provided financial assistance using the mental health/developmental disability millage fund to The Arc of Tri-Cities for support of the local Special Olympics program. Program staff and Special Olympics athletes would like to provide a brief presentation on the program and thank the County for the support

Fiscal Impact

None

Recommendation

None

Suggested Motion

None

Year End Director's Report

By Neal Ripplinger
Executive Director



Prosser Leadership 2020/2021

The 10-person class
from 2020 graduated
in August of 2021
after completing all 7
classes and a
community project



Prosser Business Spotlight



To date we've featured over 50 local businesses. Each business is advertised via direct email, social media and now Prosser Record-Bulletin.

NEWSATVALLEYPUBLISHING.COM MARCH 24, 2021

Create The Business Spotlight

Each week The Business Spotlight highlights a local Prosser business.

The Prosser House

By Prosser Economic Development

The Prosser House is situated in the home that was built for Prosser's first mayor back in 1896. This chef driven restaurant is a place that locals embrace and people traveling will not want to miss.

After years of traveling Chef John Gray and his wife Belem have proudly joined the Prosser community, to bring you a great spot complete with indoor and outdoor dining, a fresh seasonal style of home cooking and a genuinely warm comfortable place you won't want to miss.

- Location: 1232 Wine Country Road

Sep 17 · 🌐

Prosser Business Spotlight: [Jade's British Girl Treats](#). Located at 1115 Grant Ave., Jade's provides artisan chocolates, breakfast bites, lunch specials a... See More

You and 51 others · 9 Comments · 25 Shares

Like · Comment · Share

3,067 people reached >

Boost Post



Grant Writer Program

Shared program between 4 entities to hire a part-time grant writer.



Covid-19 Business Resiliency

Talking to local businesses about the various grant opportunities available.

Between Working Washington 1-4 and Benton County Cares, Prosser businesses received 62 grants for a total of \$944,590.29



Wayfinding Banners

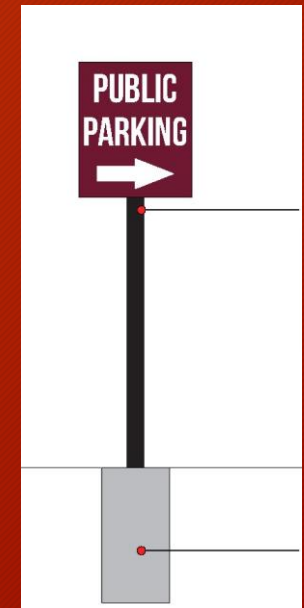
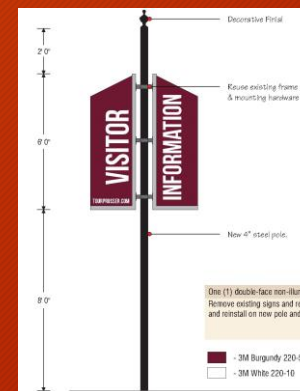
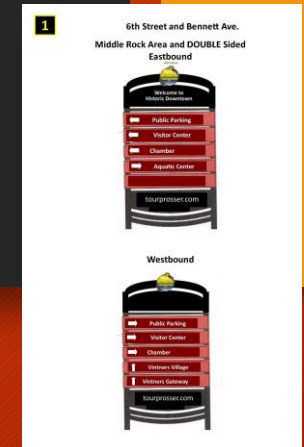
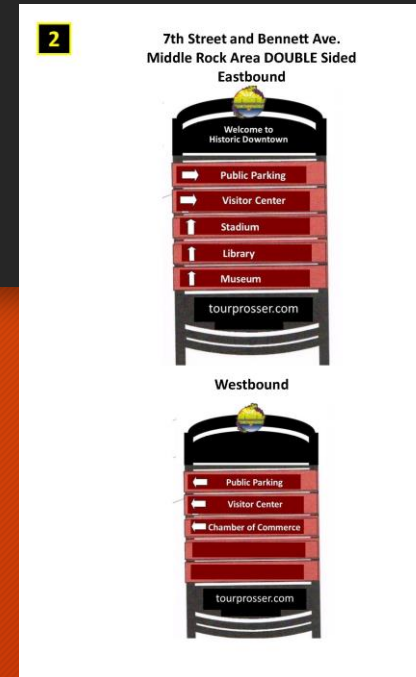
With a goal of driving traffic from Exit-80 into downtown and advertising local events.

This project was completed through a grant from the City, based on the Community Assessment by HUB.



Wayfinding Signs

- Five new wayfinding signs to compliment existing signage
- Additional signage for the Depot/Visitor Center to engage visitors and retain wayfinding color scheme

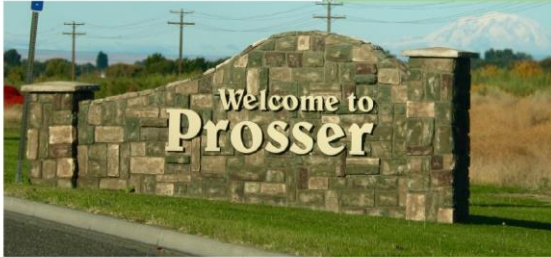


Transportation Committee

- Working with Ben Franklin Transit to evaluate gaps in service and potential new additions and public infrastructure locations.
- Continue efforts to improve safety of SR-221

August, 2021

Community Profile



Prosser Economic Development Association
236 Port Ave., Suite A
Prosser, WA 99350
Office (509) 786-3600
Cell: (509) 303-8999
neal@prosser.org



Business Retention, Recruitment & Expansion

TBEX North America

The largest
networking event for
travel bloggers in the
nation heading to
Tri-Cities with an
optional stop in
Prosser April 2022



Contact Information

Neal Ripplinger, Executive Director

236 Port Ave., Suite A., Prosser

Office Phone: (509) 786-3600

Cell Phone: (509) 303-8999

neal@prosser.org

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 7, 2021 mf
Subject:	Execution of Grant Agreement GRT22032 with State OPD for "Blake funds"
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Supreme Court's decision in *State v. Blake*, declaring the crime of Unlawful Possession of a Controlled Substance to be unconstitutional, has resulted in the need for resentencing or vacation of conviction ("Post-Conviction Relief") in an extremely large volume of cases in Benton County.

To defray the costs of providing public defense services in such Post-Conviction Relief actions, State OPD has offered to Benton County OPD a grant, in the amount of \$224,000 ("Grant Funding"), to support such Post-Conviction Relief efforts, to be expended in 2021 and 2022.

In order to accept and utilize the Grant Funding, it is necessary for Benton County to execute the Grant Agreement, numbered GRT 22032, with the State Office of Public Defense.

Fiscal Impact

Grant funding (without matching requirement) in the amount of \$224,000.

Recommendation

Execute Grant Agreement GRT 22032 with the State Office of Public Defense for *Blake* funding in the amount of \$224,000

Suggested Motion

Approve with consent agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT (“GRT22032”) WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE IN ORDER TO RECEIVE AND EXPEND PUBLIC DEFENSE GRANT FUNDING FOR ADDRESSING CASES PURSUANT TO STATE V. BLAKE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Courts; and

WHEREAS, as a result of the Supreme Court decision in *State v. Blake*, it has become necessary to take action to resentence or vacate convictions (“Post-Conviction Relief”) in an extremely large volume of past cases; and

WHEREAS, Washington State Office of Public Defense (“State OPD”) has offered Benton County OPD a grant in the amount of \$224,000, over the 2021-2022 biennium, to provide partial funding toward the expenses of Post-Conviction Relief in cases pursuant to *State v. Blake*; and

WHEREAS, it is therefore in the best interests of Benton County to execute the proposed grant funding agreement in order to receive and expend the grant funding to further the interests of public defense in Benton County as it relates to cases needing Post-Conviction Relief pursuant to *State v. Blake*;
NOW, THEREFORE

BE IT RESOLVED that the grant funding agreement with the Washington State Office of Public Defense, **Agreement No, GRT22032** providing Benton County with grant revenue in the amount of **\$224,000** to be used in the years 2021 and 2022, be executed as presented.

BE IT FURTHER RESOLVED that the Public Defense Manager be authorized to sign the said agreement on behalf of the Board of Commissioners.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member
Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Recipient Benton County 7122 W. Okanogan Pl, Bldg A Kennewick, WA 99336</p>	<p>2. Recipient Representative Eric Hsu Benton County Public Defense Manager Benton County Office of Public Defense 7122 W. Okanogan Pl, Bldg A Kennewick, WA 99336</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Grace O'Connor Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Distribution Amount \$224,000.00</p>	<p>6. Use Period July 1, 2021 through December 31, 2022</p>
<p>7. Purpose Distribution of funds for the purpose of assisting counties with public defense costs related to resentencing and/or vacating sentences for defendants whose convictions or sentences are affected by the <i>State v. Blake</i> decision, 481 P.3d 521 (2021). See Engrossed Substitute Senate Bill 5092, Chapter 334, sec. 116(5), <i>Laws of 2021</i>.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p>FOR RECIPIENT</p> <p>_____</p> <p>Name, Title</p> <p>_____</p> <p>Date</p>	<p>FOR OPD</p> <p>_____</p> <p>Larry Jefferson, Director</p> <p>_____</p> <p>Date</p>

SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. DISTRIBUTION AMOUNT

The Distribution Amount is **two hundred twenty-four thousand** and 00/100 Dollars (\$224,000.00) to be used for the purposes described in the USE OF FUNDS below.

3. DEFINITIONS

- a. “*Blake Client(s)*” means a person who is indigent under RCW 10.101.010 and whose conviction and/or sentence is affected by the *State v. Blake* decision, 197 Wn.2d 170, 481 P.3d 521 (2021). Nothing in this definition should be read to limit a County’s ability to provide provisional counsel pursuant to RCW 10.101.020(4).
- b. “*Blake Cases*” means post-conviction cases potentially impacted by *State v. Blake* to which indigent counsel is assigned.
- c. “*Blake Attorney*” means an attorney or attorneys assigned by Recipient to handle *Blake* cases on behalf of *Blake Clients*.
- d. “*Supervised Blake Client(s)*” means *Blake Client(s)* who are serving a sentence affected by the *Blake* decision under the Washington State Department of Corrections, whether such sentence is being served in a DOC facility or on community custody.
- e. “*Vacating convictions*” means remedying an erroneous, unconstitutional, and void conviction.

4. USE OF FUNDS

- a. Recipient shall use the funds to provide post-conviction defense representation to *Blake Clients* on *Blake Cases*. The Washington State Legislature, in Chapter 334, sec. 116(5), *Laws of 2021*, expressly directed that these state funds be used to assist in resentencing and/or vacating sentences under the *State v. Blake* decision.
- b. Recipient shall use the funds for the following purposes for defense representation of *Blake Clients* on *Blake Cases*:
 - i. Defense attorney compensation;
 - ii. Compensation of defense attorney support staff;
 - iii. Defense investigation;
 - iv. Defense attorney and defense attorney support staff compensation for time spent reviewing and classifying *Blake Clients* and *Blake Cases* to ensure that individuals most immediately needing relief are prioritized for appointment of counsel;
 - v. Managing/supervising attorney time supervising *Blake* attorneys and staff;
 - vi. Management, attorney, and paralegal time to coordinate and deliver *Blake* efforts;
 - vii. Mitigation
 - viii. Travel costs related to *Blake* defense work;
 - ix. Costs incurred by defense counsel for communicating with *Blake Clients* or potential *Blake Clients* in correctional facilities;
 - x. Costs associated with community outreach for *Blake* defense services; and

- xi. Other related expenditures not listed in this section, but approved and authorized in writing by OPD staff.
- c. Recipient agrees that representation of *Blake* Clients for resentencing shall count as at least one-third of a felony case for purposes of measuring defense attorney caseloads and certifying compliance to the Washington Supreme Court's Standards for Indigent Defense in Superior Court Criminal Rule 3.1.
- d. Recipient agrees that counsel will be assigned to indigent individuals currently serving sentences affected by the *State v. Blake* decision (hereinafter, "Supervised *Blake* Clients"). Nothing in this clause should be read to limit a County's ability to provide provisional counsel pursuant to RCW 10.101.020(4). Recipient further agrees that i) funds will be used to compensate defense attorney time in ii) regularly reviewing data provided by OPD to identify Supervised *Blake* Clients serving sentences imposed in Recipient county. Recipient agrees its *Blake* attorney(s) will make reasonable efforts to contact Supervised *Blake* Clients following such review with all reasonable speed to explain the individual's options for resentencing and/or vacation under *Blake* and the process in Recipient County to request appointed counsel. Recipient shall establish, in consultation with its *Blake* attorney(s), a minimum number of Supervised *Blake* Clients who shall be contacted regarding resentencing and/or vacation under this subsection each month.
- e. Recognizing that convictions can curtail individual liberty by depriving people of important interests like jobs and housing, Recipient agrees that these funds will be used for defense costs related to vacating convictions imposed under former RCW 69.50.4013 and precursor statutes in Recipient's county for *Blake* Clients not currently serving a sentence. Recipient agrees to begin identifying *Blake* Clients not currently serving a sentence and eligible for vacation by January 1, 2022. Recipient shall establish by April 1, 2022, and in consultation with its *Blake* attorneys, a process by which *Blake* Clients may choose to i) petition for vacation order(s) pro se or ii) petition for vacation orders with the assistance of defense counsel if requested. Nothing in this clause prevents *Blake* attorney(s) from working collaboratively with courts and prosecuting attorney offices to establish such a process. Further, nothing in this clause prevents a Recipient's *Blake* attorney(s) from establishing an additional process in coordination with courts and/or prosecuting attorney offices by which agreed vacation orders are filed for identified *Blake* Clients who have not yet initiated contact with courts and/or prosecutors and/or defense.
- f. Recipient shall use the funds in calendar year 2021 and/or calendar year 2022. If Recipient is unable to use the funds by December 31, 2022, Recipient shall notify OPD to determine what action needs to be taken. Unused funds not expended at the end of the use period, or any subsequent amendment to the use period, must be returned to OPD.
- g. Recipient shall deposit the funds check within 14 days of receipt.

5. **OVERSIGHT**

- a. Recipient shall provide quarterly reports in substantially the same form as the template attached as Attachment A, containing the following information on the following schedule:
 - i. Report contents:
 - 1. The amount of funds spent to date;

2. A brief narrative description of the services provided (including how *Blake* cases are identified and prioritized, process for appointing counsel, challenges faced, and what worked well); and
3. Aggregate number of *Blake* cases completed in the quarter. Reported data must include:
 - a. The number of clients represented on DOC community custody;
 - b. The number of clients represented who are incarcerated at DOC; and
 - c. The number of clients not currently serving PCS sentences whose PCS convictions were vacated.

ii. Report schedule:

1. October through December 2021 (due January 31, 2022);
2. January through March 2022 (due April 30, 2022);
3. April through June 2022 (due July 31, 2022);
4. July through September 2022 (due October 31, 2022)

- b. OPD reserves the right to conduct sight visits.

6. **ORDER OF PRECEDENCE**

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

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Special Terms and Conditions
- c. General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

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

9. **INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

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

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **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 Agreement unless stated to be such in writing.

Attachment A
Washington State Office of Public Defense
2021-2022 *State v. Blake* Funding Grant
Quarterly Report

All Blake funding grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense according to the following schedule:

- Quarter 1: October-December 2021 due January 31, 2022
 - Quarter 2: January-March 2022 due April 30, 2022
 - Quarter 3: April-June 2022 due July 31, 2022
- Quarter 4: July-September 2022 due October 31, 2022
- Quarter 5: October-December 2022 due January 31, 2023

County: _____
Reporting
Quarter: (Please select) _____
Date: _____
Contact Name,
Title: _____
Email: _____
Phone: _____
Address: _____

1. How much of the total grant funds awarded has been spent to date? _____ \$

2. In the space below or in an attachment, include a brief narrative description of the services provided using the awarded funds. The narrative should include how *Blake* cases are identified and prioritized, process for appointing counsel, challenges faced, and what worked well.

3. Please provide the aggregate number of *Blake* cases completed this quarter for:

a. Clients represented on DOC community custody:

b. Clients represented who are incarcerated at DOC:

c. Clients not currently serving sentences whose convictions were vacated:

“Completed cases” means cases in which a resentencing or vacation order was entered for a client.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115
TO DEPARTMENT NUMBER 136

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$224,000	515.927	4102	Contract Services	\$224,000
TOTAL			\$224,000	TOTAL			\$224,000

Explanation:

To appropriate funding in Office of Public Defense, Department 136, for expenses associated with the Blake Decision. The expenses are Grant funded.

Prepared by:

Date:

Approved Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	07 December 2021	
Subject:	Rural County Capital Fund – Disbursement Agreement (West Richland)	
Presenter:	Adam J. Fyall	
Prepared By:	AJF	
Reviewed By:	AJF	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> Execute Contract

Summary

Staff will present a new Rural County Capital Fund project being proposed by the City of West Richland, then seek Board approval for a disbursement agreement to assist with funding the project.

Background

The original application from the City and the disbursement agreement are attached hereto and explain the project. Staff will go over high points during the meeting. In short, the project includes construction of 820 linear feet of new urban roadway ("Cooperative Way"), widening of adjacent Keene Road at two locations for left turns, installation of approximately 3,155 linear feet of 12" water main, installation of 5 fire hydrants, emplacement of 115 linear feet of 6-inch water main, and the associated curbs, gutters, sidewalks, street lights, and storm drainage appurtenances within the project area. Benton County's contribution leverages other funding sources detailed in the application. The City is ready to begin the project in early 2022, and will handle all of the engineering, permitting, inspections, and associated administration with its own professional licensed engineering staff.

The project is recommended for funding by the County's internal review committee.

The disbursement agreement has been approved for form by the Prosecutor.

The disbursement agreement has been approved and signed by West Richland.

Fiscal Impact

Total expenditure from the Rural County Capital Fund will be up to \$250,000.

Recommendation

Staff recommends funding the project.

Suggested Motion

"I move for the disbursement of Rural County Capital Funds to the City of West Richland for the Cooperative Way Project in the amount of up to but not to exceed \$250,000, and for signing of the disbursement agreement by the Chair that will put this action into force."

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND,
DISBURSEMENT TO THE CITY OF WEST RICHLAND
FOR THE "COOPERATIVE WAY" PROJECT**

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for possible disbursement to cities and ports within the County who request County participation with qualified capital development projects that comport with both State law and County policy; and,

WHEREAS, the City of West Richland has submitted an application for disbursement of funds to be used toward development of a project within the city known as the "Cooperative Way" project; and,

WHEREAS, the County and the City have mutually agreed to terms on a *Disbursement Agreement for use of Rural County Capital Funds*; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman is hereby authorized to sign the *Disbursement Agreement for use of Rural County Capital Funds* with the City of West Richland for the disbursement of up to **\$250,000.00** for development of the "Cooperative Way" project. The *Agreement* will have a termination date of **December 31, 2024**.

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: Sustainable Development
cc: City of Benton City, Auditor

Prepared by: A.J. Fyall

DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, among and between Benton County (hereinafter “County”), and the City of West Richland (hereinafter “City”), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter “Fund”) after April 1, 2016 for the financing of certain “public facilities [projects] serving economic development purposes” as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and

WHEREAS, the County and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the City intends to construct approximately 820 linear feet of new urban road way to be known as Cooperative Way, widen Keene Road at two locations for left turns, install approximately 3,155 linear feet of a 12” water main, five fire hydrants, 115’ linear feet of a 6” water main, curbs, gutters, sidewalks, street lights and storm drainage facilities within the area depicted in Exhibit A, all hereafter referred to as the “Cooperative Way Project” or simply the “Project”; and

WHEREAS, the City secured a \$800,000 Washington State Department of Commerce Community Economic Revitalization Board (CERB) loan/grant for the Cooperative Way Project; and

WHEREAS, the CERB grant/loan requires a 20% local match by the City, which the City plans to satisfy through the use of \$250,000 Rural County Capital Funds to pay for engineering, environmental permitting, construction inspection, and administration services to be completed with the City’s professional licensed engineering staff and other costs associated with the Project; and

WHEREAS, the Project will catalyze increased private investment in existing businesses and vacant commercially and industrially zoned properties along SR 224 (Van Giesen Street) and Keene Road that can support manufacturing, processing, retail, and other purposes; increase sales tax revenue; and create a significantly increased number of family wage jobs; and

WHEREAS, specific companies have expressed desire to purchase and develop some of the underlying land along the SR 224 (Van Giesen Street) and Keene Road corridor if the infrastructure can be brought to City standards; and

WHEREAS, regional economic data included in the City's Comprehensive Plan states West Richland can support approximately 2,117 new commercial and industrial jobs along the SR 224 (Van Giesen Street) and Keene Road corridor with the necessary infrastructure in place; and

WHEREAS, the City has requested \$250,000.00 for the Project from that portion of the Fund allocated to it by the County to be reimbursed to the City by the County; and

WHEREAS, the requested funding amount is currently available within the City's Fund allocation;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to \$250,000.00 of qualified direct costs incurred by the City for the Project between the date of the execution of this Agreement and December 31, 2024; contingent upon: (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
4. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.
5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at the following address:

City of West Richland
ATTN: Finance Director
3100 Belmont Blvd
West Richland, Washington 99353

7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.
8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.

15. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to December 31, 2024. After that date, the County's rights under this Agreement shall continue, but the County may use the funds previously allocated under this Agreement for any purpose allowable under state law.

16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

CITY OF WEST RICHLAND

Jerome Delvin, Chairman



Brent Gerry, Mayor

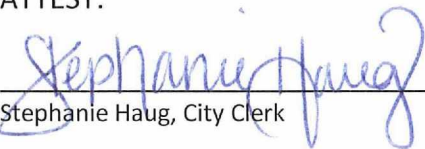
Date: _____

Date: 11/22/2021

ATTEST:

ATTEST:

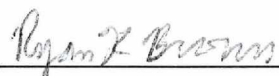
Cami McKenzie, Clerk to the Board



Stephanie Haug, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Chief Deputy Prosecuting Attorney

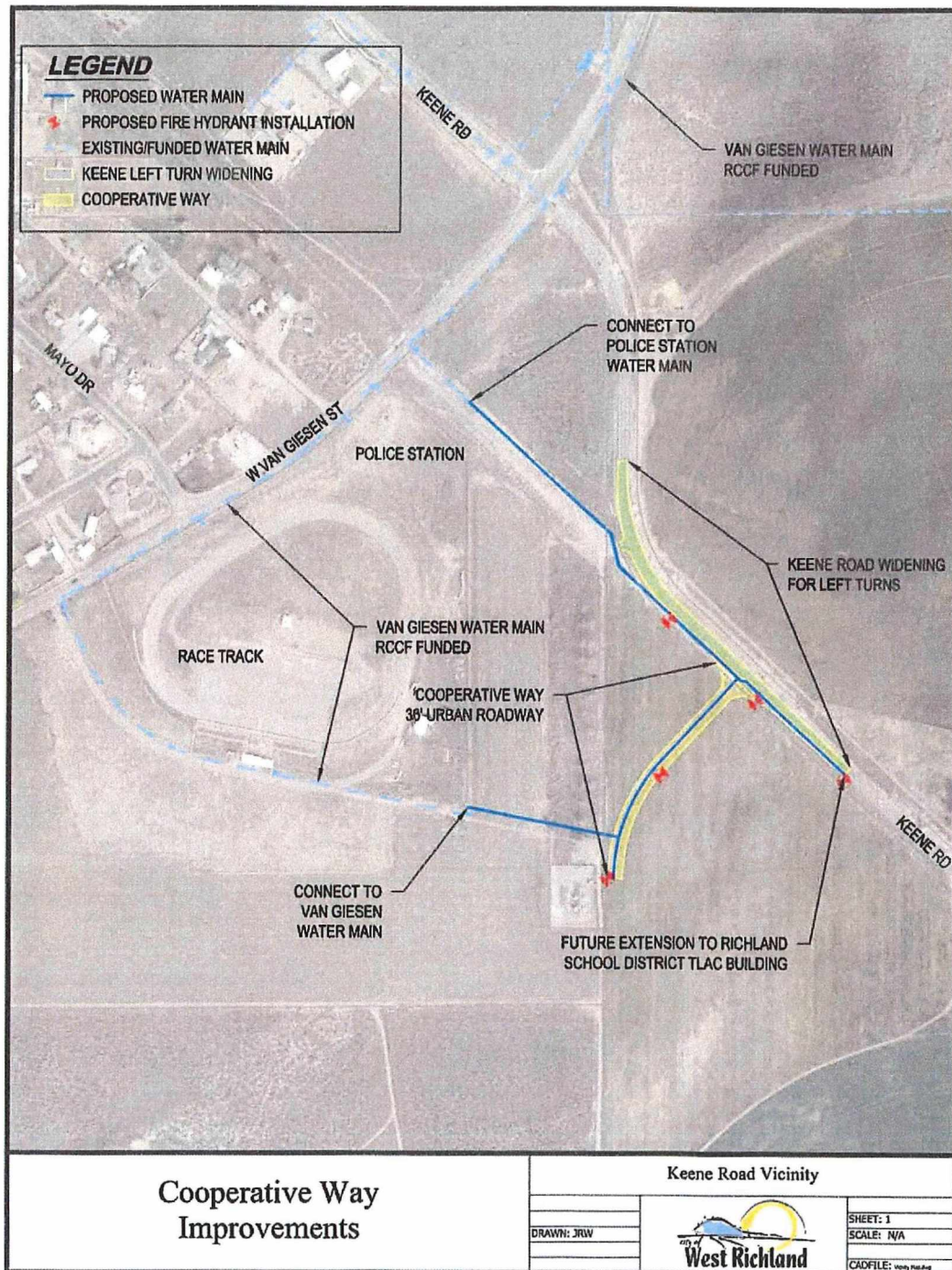


Bronson Brown, City Attorney

EXHIBIT A

VICINITY MAP

The Project's roadway, water main, and fire hydrant locations are depicted here.



BENTON COUNTY
RURAL COUNTY CAPITAL FUND
PROJECT APPLICATION FORM

Organization: City of West Richland

Contact: Roscoe Slade III, P.E., Public Works Director

Telephone: 509-967-5434 **Email:** roscoe@westrichland.org

Address: 3100 Belmont Boulevard, Suite 102, West Richland, WA, 99353

Project Title: Cooperative Way

Project Category:

<input checked="" type="checkbox"/> Transportation (Roads & Bridges)	<input type="checkbox"/> Energy Generation
<input checked="" type="checkbox"/> Domestic Water Facilities	<input type="checkbox"/> Transmission & Conveyance
<input type="checkbox"/> Industrial Water Facilities	<input type="checkbox"/> Earth Stabilization
<input type="checkbox"/> Sanitation & Sewer	<input checked="" type="checkbox"/> Telecommunications
<input type="checkbox"/> Buildings & Structures	<input type="checkbox"/> Port Facilities
<input type="checkbox"/> Other:	

Project Description: Please describe the project briefly, but with the essential details. Include location (attach vicinity map), describe how the project will be managed, and list any partnerships or other forms of leveraged monetary, logistical, administrative, or other support.

The city's application is based on RCW 82.147.370 (3)(i) as referenced in the Rural County Capital Fund Disbursement Policy. The specific request for the RCCF's is \$200,000 from the Benton County Rural '09 Fund to be used for design and construction of the following:

Water Main

The project will install approximately 3,155 LF of 12" water main, various lengths of water main stubs and 5 fire hydrants with 115 LF of 6" water line along Keene Road and Cooperative Way. The water main will connect to the race track water main on the west end and to the police station water main on the north end. Future connection to the Keene water main will be made near the Richland School District TLAC campus. These connections will complete a vital loop in the system providing water service to the growing area.

Street Improvements

The project will complete approximately 820 feet of new urban roadway (Cooperative Way) which includes curbs, sidewalks, street lighting, storm drainage, 36 feet of asphalt paving and striping. The roadway will provide access to several commercial lots and a direct connection to Keene Road. Keene Road will be widened to provide for a left turn onto Cooperative Way and into the proposed economic development site.

Telecommunications

The project will install 2500 feet of fiber down Keene Road from the intersection of SR 224 to the site.

The expected outcome of the project is to continue increased private investment in vacant commercial zoned properties along Keene Road, increased sales tax revenue, and create an increased number of family wage jobs created.

Project Overview:

The planned water, fiber and roadway improvements will open opportunities for business growth in this commercially zoned area. The project will provide back bone infrastructure to nearly 118 acres of commercial/light industrial vacant land.

The City has worked with Benton Rural Electric Association (BREA) to locate their headquarters building, operations facilities, vehicle storage, a lay down yard and related warehousing on the 17.79 acre parcel of land west of Cooperative Way. This facility would be the second anchor "tenant" located in the City development, in addition to the City of West Richland Police Department. The presence of these facilities would encourage additional potential tenants to locate in other sections of the industrial/commercial development area.

The new BREA headquarters as currently envisioned would be about 8,000 square feet and utilized by approximately 40 full-time employees, with future expansion potential to increase the total number of employees reporting to this facility to 66. The new headquarters and any future expansions would have a significant positive impact on economic development for the City of West Richland. Construction of the new facility would bring in millions of dollars to the local economy and provide a significant number of construction-related jobs. It would also provide ongoing contributions to property tax, sales tax, and goods and services purchased from other commercial entities within the City.

This project will connect to the SR224/Van Giesen Improvement Project, which will continue the RCCF funding investment in this commercial and industrial area. Providing public infrastructure in this developing area is vital to the growth of the City.

The project will be designed, administered and inspected by City of West Richland staff. The City will utilize Professionally Licensed Engineering staff to design and manage the project rather than high outside consultants. The use of City staff will reduce the overall project cost by 25%. City staff time is included in the overall project cost of \$1,000,000.

Funding:

Total Overall Project Cost = \$1,000,000

Sources of project funding:

Committed Private Partner Construction Program (CERB) - \$800,000 (secured)

Is the Project named in City/County/Port Comprehensive Plan? Yes No

Is the Project named in the Benton County Overall Economic Development Plan? Yes No

Note: To ensure compliance with RCW 82.14.370, all projects submitted to the County will be included in the updated Benton County Overall Economic Development Plan, revised at least annually.

Project Begin Date: 01/2022 Completion Date: 11/2023

Project Budget: \$1,000,000

Contingency?: \$123,450 (included in the project budget above)

Project Funding Sources: Proponent's Own Funds: \$0

Other Leveraging Sources: \$800,000

Benton County RCCF: \$200,000

Project Budget & Schedule Detail:

PROJECT PHASES	START DATE	FINISH DATE	RCCF FUNDS REQUESTED	OTHER FUNDS IN-HAND	SOURCE(S) OF OTHER FUNDS
PE/Environmental Permitting	January 2022	April 2023	\$15,000	\$60,000	CERB
Construction	June 2023	November 2023	\$185,000	\$740,000	CERB
SUB-TOTALS			1 \$200,000	2 \$800,000	
TOTAL PROJECT COST			1 + 2 \$1,000,000		

Rural County Capital Fund assistance is on a reimbursable basis. The proponent must be able to cash-flow work on the project either in whole or in phases. The proponent shall invoice the County not more than once per month for those expenses eligible for Rural County Capital Fund assistance to the extent that such costs are directly attributable and properly allocable to the project.

Project Anticipated Benefits

What are the anticipated outcomes of this project with respect to the criteria identified below?

Please answer concisely in narrative form, supported with defensible estimates and projections. This is not a competitive application. The intent is to demonstrate that the project meets with the “economic development purposes” intended by the Legislature in its development of RCW 82.14.370 and our local economic development goals, not to weigh the merits of multiple projects against each other.

Jobs

- ***Estimated new jobs to be created? What mix/types of new jobs?***
- ***Estimated retention of existing jobs?***

Construction of this project will result in increased commercial, office, and retail growth along the Keene Road and Van Giesen corridors, increasing job growth for West Richland.

The economic development purpose of this project is to provide utility infrastructure and roadway connection into the commercially zoned properties. Access to utilities and roadway frontage is critical for business development and improvements along the corridors.

The proposed water system and fiber extensions will connect into other improvements made along the corridor. Such as the extensions from the police station and the Van Giesen Water Main projects. Future connection will be made down Keene Road with the Richland School District TLAC property. All contributing to the economic development of the Red Mountain and Van Giesen commercial and industrial areas.

The BRE project site will ultimately bring approximately 66 jobs to their facility. There is an additional 100 acres to the east which this project provides access to infrastructure. An additional 400 jobs would be estimated for commercial, industrial and/or manufacturing.

Diversification

- ***Would the project help to expand the palette of Tri-Cities business and industry? How would it help to develop new sectors to better balance the local and regional economy, making it less anchored in, reliant upon, and responsive to traditional economic sectors?***

West Richland is known as a bedroom community in the Tri-Cities. The City has been actively working on changing our demographic to include more daytime jobs, creating a place where people can live and work. The City has received significant interest in the commercial centers of the City. Having utilities and roadway improvements at this site will help strengthen other commercial growth opportunities as daytime jobs increase. Benton Rural Electric Association has committed to purchase one of the anchor lots served by the utilities and roadway at the site. BREA would add an established business to the City's industrial segment with diverse employment opportunities with competitive wages and benefits, including entry level to skilled/technical positions, office and field positions.

Tax Revenue Generation

- ***Estimate and discuss tax revenue generation from expanded business or trade (sales, property, business & occupation taxes, etc.).***

The proposed utility and roadway improvements will improve the desirability of the vacant commercial lots. Additional development and redevelopment within the Keene Road and Van Giesen corridors will not only serve local residents, but visitors to the Red Mountain AVA wineries who would patronize restaurants, specialty retail stores, entertainment facilities and other tourist-oriented developments.

An evaluation of the estimated tax revenue for the BREA site was conducted. From the analysis it is estimated that there would be Local Sales & Use Tax Rate (retail) of \$27,200; Local B&O Tax Rate of \$2,295,400; and Local Real Estate Tax Rate of \$17,300; and Local Sales and Use Tax Rate (equipment) of \$344,000.

These opportunities for employment, growth in the property tax base, increased sales tax revenue and increased property tax revenue complement West Richland's rapid population growth and need for new revenue to fund basic services.

Sustainability

- ***Does the project utilize existing abandoned, derelict, or otherwise underutilized land, buildings, or other infrastructure?***
- ***What are the long-term prospects for success of the project's intended beneficiaries?***
- ***What is the project's impact on resource consumption?***
- ***Discuss other potential environmental impacts.***

The proposed utility and roadway improvements will bring services to undeveloped and underutilized land. The expected outcome of the project is increased private investment in vacant commercially zoned properties along Keene Road and Van Giesen corridors, increased sales tax revenue, and create an increased number of family wage jobs created.

Incidental & Other Benefits


- ***Does the project have a likelihood to incubate or spin-off other businesses into the future that may not be intended or foreseen now?***
- ***Will the project support additional prestige, cultural, recreational, tourism, or other experiential opportunities aside from the intended direct economic benefits?***

The proposed improvements and the ongoing efforts to increase commercial, office, multi-family and retail growth in the City of West Richland's commercially zoned property along the Keene Road and Van Giesen corridor, translating to significant job growth and increased sales tax revenue for West Richland. Having BREa locate at this site will create an anchor business creating jobs in the immediate area.

Submitted by:






Agency: City of West Richland

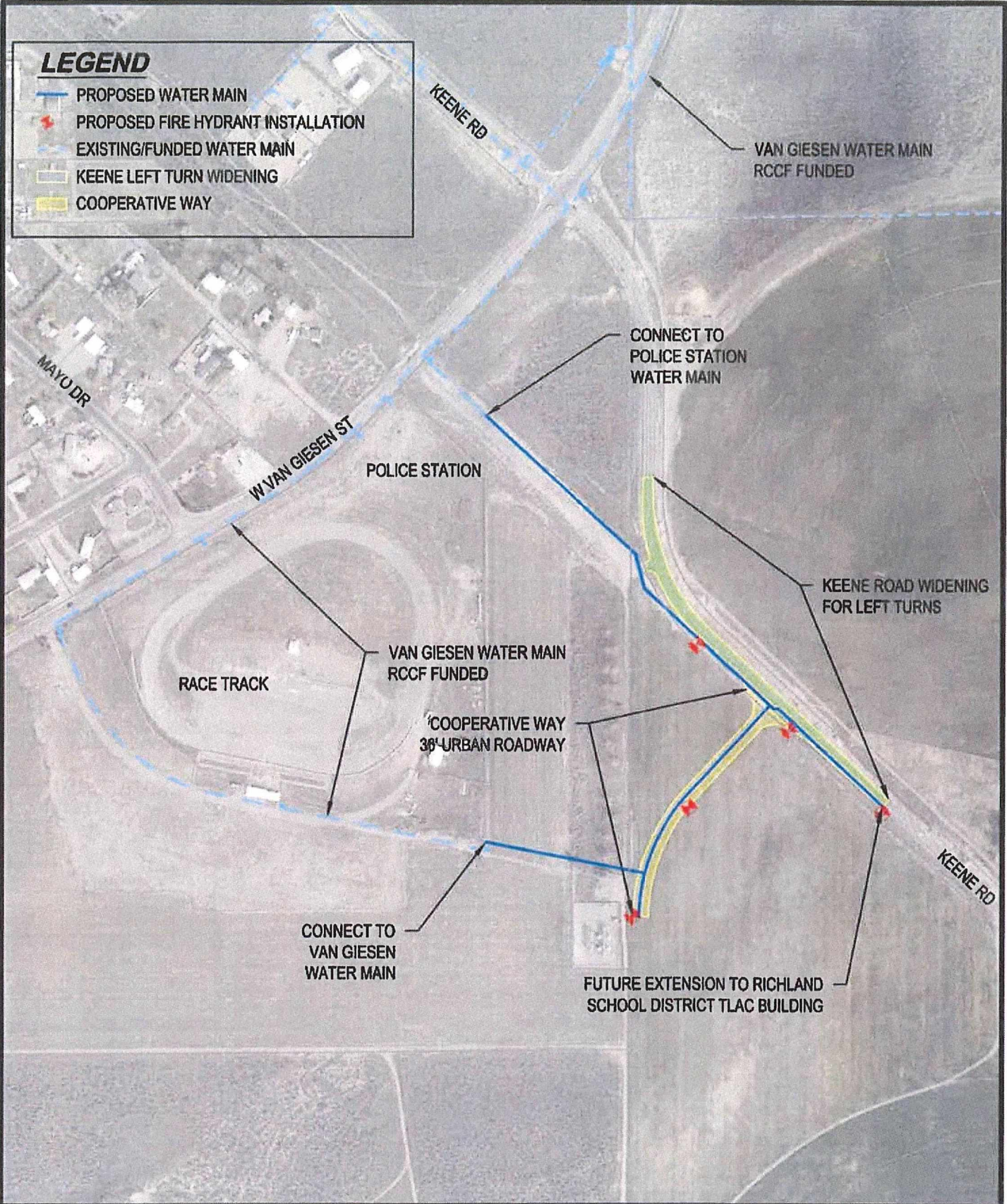
Date: September 1, 2021

By: 
Roscoe Slade
Title: Public Works Director

Submit to: Benton County Commissioners Office
% Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336
commissioners@co.benton.wa.us

LEGEND

-  PROPOSED WATER MAIN
-  PROPOSED FIRE HYDRANT INSTALLATION
-  EXISTING/FUNDED WATER MAIN
-  KEENE LEFT TURN WIDENING
-  COOPERATIVE WAY



**Cooperative Way
Improvements**

Keene Road Vicinity




DRAWN: JRW

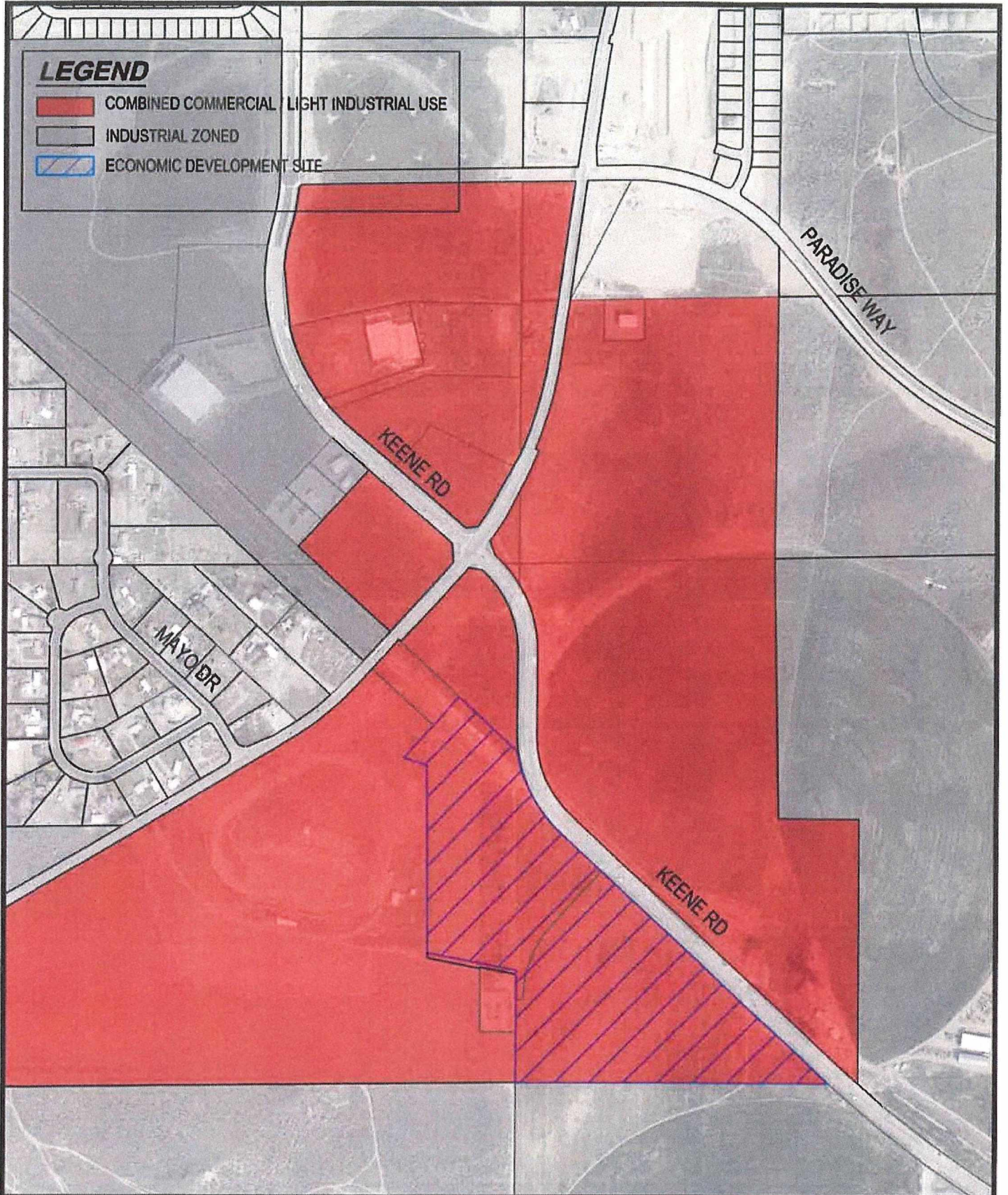


SHEET: 1
SCALE: N/A

CADFILE: Varty_H20.dwg

LEGEND

-  COMBINED COMMERCIAL LIGHT INDUSTRIAL USE
-  INDUSTRIAL ZONED
-  ECONOMIC DEVELOPMENT SITE



Zoning Map

Keene Road Vicinity

DRAWN: JRW



SHEET: 1
SCALE: N/A