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
Quarterly Board Meeting Outside County Seat
Tuesday, March 1, 2022
Benton County Administration Building
7122 W Okanogan Place, Building E, Room 303
Kennewick WA

6:00 PM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **February 15, 2022**
- **February 23, 2022 (Special)**

Review Agenda

Consent Agenda

Animal Control
a. Line Item Transfer, Fund No. 0000-101, Dept. 137 for Canine Officer 1 Hourly Rate Change

Commissioners
b. Setting Dates for Budget Hearings for 2023-2024 Biennium Benton County Budgets
c. Surplus and Disposition of Real Property; Parcel ID# 1-1997-402-0002-016
d. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 106 for Blake Decision Expenses
e. Adoption of ER&R Fund Vehicle Rates/Assessments for Departments
f. Establishing Advisory Committee for Behavioral Health Needs

Human Services

g. First Amended Agreement w/Entrust Community Services for Employment Services
h. First Amended Contract w/Debra Chapman for Transition Specialist Services
i. Second Amended Agreement w/Sharon Adolphsen for Parent Coalition Services
j. First Amended Agreement w/Children's Developmental Center for Children Services
k. First Amended Agreement w/ARC of Tri-Cities for Employment Services
l. First Amended Agreement w/Responding to Autism Services for Employment Services
m. Agreement w/Columbia Cottages for Partial Purchase of Property Funding

IT

n. Purchase of Two PowerEdge Servers From Dell Inc. for the Assessor's Office
o. Purchase of One Laptop From Dell Inc. for Superior Court Administration
p. Purchase of One Cisco WebEx Room Kit Mini From Golden Gates Networks for Juvenile Justice
q. Purchase of One Laptop From Dell, Inc. for Sheriff's Detective Division
r. Purchase of One Laptop From Dell, Inc. for Risk Management
s. Purchase of Two PCs, Four Monitors & Two Laptops From Dell for Human Services
t. Agreement w/City of Richland for Digital Orthophotography Services

Juvenile

u. Line Item Transfer, Fund No. 0115-101, Dept. 172 for Amplifier & Antenna System Installation

Prosecuting Attorney

v. Line Item Transfer, Fund No. 0000-101, Dept. 117 for Overtime

Public Safety

w. Line Item Transfer, Fund No. 0148-101, Dept. 115 for Red Mt. Radio Tower Road Access Project

Purchasing

x. Award of Purchase of Carpet Tile & Cove Base to Benjamin's Carpet One for Facilities Dept.
y. Contract for On-Call Plumbing Maintenance & Repair Services to Mr. Rooter Plumbing
z. Purchase of Herbicides From Wilbur-Ellis Company
aa. Purchase of Sign Materials From Traffic Safety Supply Company

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

Scheduled Business

Auditor's Office Reorganization ~ B Chilton
**Line Item Transfer, Fund No. 0000-101, Dept. 102

Rural County Capital Fund Disbursement Agreement w/City of Benton City for Ninth Street Project ~ A Fyall

Agreement w/Tri-City Development Council for Economic Development Services ~ A Fyall

Benton County Parks Department Briefing ~ A Fyall

Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, February 15, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Shon Small
Commissioner Will McKay
Commissioner Jerome Delvin (NACO) (via/WebEx)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Clerk Josie Delvin; Adam Morasch, Risk Manager; Treasurer Ken Spencer; OPD Manager Eric Hsu via/WebEx; Shyanne Palmus, Communications Coordinator; Linda Ivey, Finance Manager; Lt. Michael Clark, Undersheriff Jon Law and Sheriff Tom Croskrey, via/WebEx; Chief Robert Guerrero; DPA Ryan Brown; DPA Eric Andrews; HR Assistant Manager Karlee Ainsworth; Alex Garcia, IT.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of February 8, 2022 were approved.

Agenda Review

The following items were added to the agenda:

- IT Purchase from CompuNet for Catalyst Switches
- IT Purchase from CompuNet for WebEx Desks
- Executive Session – Pending Litigation

Consent Agenda

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

Auditor

a. 2020 Financial Statement & Audit Management Representation Letter

Juvenile

b. Contract Amendment No. 1 w/Ideal Option for Medical Services

Office of Public Defense

c. Agreement w/WA State Office of Public Defense to Expend Public Defense Grant Funding

Planning

d. Purchase of Water Meters From General Pacific to Monitor & Analyze Water Usage From Mitigated Wells on Properties Within Benton County

Public Works

e. Line Item Transfer, Fund No. 0101-101, Dept. 500

Purchasing

f. First Amended Agreement w/Express Employment Professionals for Temporary Landscape Maintenance Staffing
g. Purchase of One Alamo Mantis Mower from Alamo Industrial for Public Works
h. Bid Process Authorization for Furnishing Magnesium Chloride for Public Works
i. Contract w/Western Exterminator Co. for Pest Management Services at Benton County Locations
j. Purchase Agreement w/KBT Distributing for Bulk Diesel Fuel
k. Second Amendment w/Codex Corporation for the Guardian RFID System for Inmate Tracking System @ the Jail
l. Contract w/Geophex LTD for High Resolution Color Digital Orthophotography

Public Comment

None.

Office of Public Defense Federal Coronavirus Emergency Supplemental Funding Grant

OPD Manager Eric Hsu via/WebEx presented a request to apply for a supplemental grant for the Federal Coronavirus Emergency Supplemental Funding Grant, authorizing the extension to CESF Grant No. GRT 21004 in the maximum allowable amount of $60,000. The grant funding would be utilized to provide for supplemental funding and not supplanting services.

MOTION: Commissioner McKay moved to authorize the Office of Public Defense to apply for the authorized extension to CESF Grant No. GRT 21004 in the maximum allowable amount of $60,000 as presented. Chairman Small seconded and upon vote, the motion carried.

Contract Termination Notice w/Lourdes Hospital for Mental Health Services @ the Jail

Chief Robert Guerrero presented a letter giving notice of contract termination to Lourdes Hospital for mental health services in the jail. There was a loss of funds for the services received in the jail and it was in their best interest to look at other options.

MOTION: Commissioner McKay moved to authorize the Chairman of the Board to sign the attached letter to Lourdes Health to advise them that Benton County was exercising its right to terminate the above cited contract. Chairman Small seconded and upon vote, the motion carried.

Position Request for Safety and Security Program Coordinator

Karlee Ainsworth and Adam Morasch presented a request for a new Safety and Security Program Coordinator position. The currently funded Security Supervisor position was vacant, and this new position would replace that position and be funded from it.

MOTION: Commissioner McKay moved to approve the Safety and Security Program Coordinator as a grade 17 on the Benton County Non-Bargaining Salary Schedule. Chairman Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the Safety and Security Program Coordinator classification description as presented. Chairman Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the Line Item Transfer of Funds within Insurance Management Fund as presented. Chairman Small seconded and upon vote, the motion carried.

Request to Proceed with RFP for 2023 – 2024 Public Safety Sales Tax

Shyanne Palmus and Linda Ivey presented a proposed schedule for submittal of the RFP's for funding through the 2023-2024 Public Safety Sales Tax. A total of $2.4 million was recommended to be allocated specifically for external requests and a total of $400,000 for internal requests for new positions and one-time costs.

MOTION: Commissioner McKay moved to approve staff to proceed with opening the 2023-2024 Public Safety Sales Tax Request for Proposals on March 1, 2022 as presented. Chairman Small seconded and upon vote, the motion carried unanimously.

Dedication of ARPA (American Rescue Plan Act) Funds for the Construction of a New Behavioral Health Crisis Recovery Center

Matt Rasmussen said the County received a significant amount of ARPA funds and they were waiting for what is now the final rule that allows capital expenditures for behavioral health. He said they proposed committing up to $5 million of ARPA funds for construction of the proposed behavioral health center.

Commissioner McKay asked how Franklin County would be involved and Mr. Rasmussen indicated that everyone here local had the same funding source and was eligible so they would be talking to Franklin County about this as well.

MOTION: Commissioner McKay moved to approve the letter regarding commitment of funding from ARPA funds for the Behavioral Health Recovery Center as presented. Chairman Small seconded and upon vote, the motion carried.

Other Business

Purchase of Cisco Catalyst Switches and Webex Desks from CompuNet

Robert Heard said that CompuNet announced last week they would have a 14% increase on hardware prices and IT had been working on this for some time. He presented a request to purchase two Cisco Catalyst switches in the amount of $42,569.66 from CompuNet. He indicated these switches were an essential part of the overall network and telecommunication service and were replacing two that had been in service for almost 10 years. Additionally, he presented a request to purchase 15 Cisco WebEx Desks to increase the use of these services in a secure meeting space for "breakout rooms" for meetings between clients and their attorneys during court.

MOTION: Commissioner McKay move to approve the purchase from CompuNet, Inc. in the amount of $42,569.66 for two Cisco network switches as presented. Chairman Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the purchase of 15 cisco WebEx desks from CompuNet, Inc. in the amount of $32,196.00 as presented. Chairman Small seconded and upon vote, the motion carried.

Masking in Schools

Commissioner McKay asked Ryan Brown if there was any way the County could put more pressure on our Governor to remove the masking mandate in schools.

Mr. Brown said the mandates were coming from the State and State Superintendent of Schools and he was not sure if it would have any effect. Additionally, it was his understanding there would be an announcement this week about that issue.

The Board briefly recessed, reconvening at 9:34 a.m.

Executive Session – Evaluate Qualifications of Applicant for Public Employment

The Board went into executive session at 9:34 a.m. for up to five minutes with Undersheriff Jon Law and Lt. Michael Clark to evaluate the qualifications of an applicant for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, and Commissioner Delvin via/telephone.

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

MOTION: Commissioner McKay moved to approve the salary request form as presented for Nathanial Dawson. Chairman Small seconded and upon vote, the motion carried.

Executive Session – Pending Litigation

The Board went into executive session at 9:40 a.m. for up to 15 minutes with DPA Ryan Brown and DPA Eric Andrews to discuss pending litigation. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie. Commissioner Delvin appeared via/telephone.

The Board came out at approximately 9:55 a.m. No decisions were made in executive session.

Payroll

Check Date: 02/04/2022

Payroll Checks
Total all funds: $2,604,288.63
Warrant #: 243491-243532
Direct Deposit #: 168500-169087

Payroll Deductions/Transfers
Total all funds: $2,288,836.00
Taxes #: 101220201-101220212
ACH #: 2148-2154

Payroll Deduction Warrants
Total all funds: $115,447.66
Warrant #: 227621-227633

Check Date: 02/07/2022

Payroll Checks
Total all funds: $331.38
Warrant #: 243533-243534

Payroll Deductions/Transfers
Total all funds: $55.50
Taxes #: 101220213

Accounts Payable

Check Date: 02/10/2022

P-Cards #: 0222
Total all funds: $282,892.85

Resolutions

2022-125: Contract Amendment No. 1 w/Ideal Option for Medical Services

2022-126: Agreement w/WA State Office of Public Defense to Expend Public Defense Grant Funding
2022-127: Purchase of Water Meters From General Pacific
2022-128: Line Item Transfer, Fund No. 0101-101, Dept. 500
2022-129: First Amended Agreement w/Express Employment Professionals for Temporary Staffing
2022-130: Purchase of One Alamo Mantis Mower from Alamo Industrial for Public Works
2022-131: Bid Process Authorization for Furnishing Magnesium Chloride for Public Works
2022-132: Contract w/Western Exterminator Co. for Pest Management Services at Benton County Locations
2022-133: Purchase Agreement w/KBT Distributing for Bulk Diesel Fuel
2022-134: Second Amendment w/Codex Corporation for the Guardian RFID System for Inmate Tracking System @ the Jail
2022-135: Contract w/Geophex LTD for High Resolution Color Digital Orthophotography
2022-136: Authorizing OPD to apply for an Extension And Expansion Of The Coronavirus Emergency Supplemental Fund Grant Offered By State Office Of Public Defense And Previously Authorized By And Through Resolution 2020-949
2022-137: Establishing the Salary Grade for the Safety and Security Program Coordinator
2022-138: Establishing a Safety and Security Program Coordinator Classification Description
2022-139: Transfer of Funds Within Insurance Management Fund Number 0504101 Department Number 000
2022-140: Approving the Purchase of Two Cisco C9500 Catalyst Switches from Compunet Inc
2022-141: Approving the Purchase of Fifteen Cisco Webex Desks From Compunet Inc.

There being no further business before the Board, the meeting adjourned at approximately 9:55 a.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS

Special Bi-County Board Meeting
Wednesday, February 23, 2022, 10:00 a.m.
Benton County Administration Building
Commissioners' Conference Room, 3rd Floor
7122 W. Okanogan Place, Suite E303
Kennewick, WA 99336

Benton County

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

Benton County/Franklin County Employees Present: Matt Rasmussen, Deputy County Administrator; Adam Fyall, Sustainable Development; Kyle Sullivan, Human Services Manager; Tammy McKeirnan, Human Services; Shyanne Palmus, Communications Coordinator; Robert Heard, IT; Greg Wendt, Community Development Manager; DPA Ryan Lukson; Finance Manager Linda Ivey; Sheriff Tom Croskrey; Darryl Banks, Juvenile Administrator; Franklin County Clerk of the Board Karin Milham; Jim Raymond, Sheriff; Monty Huber, Admin Commander.

Franklin County

Present: Chairman Clint Didier
Commissioner Brad Peck
Commissioner Rocky Mullen
County Administrator Keith Johnson

Pledge of Allegiance

The Boards recited the Pledge of Allegiance.

Discussion of Concept of Creation of a Veteran's Service Officer Position or Possibly Contracting with a Third Party to Act as Such to Serve Benton and Franklin Counties

Kyle Sullivan, Human Services Manager, said they started discussing a county funded veteran's service officer a few years ago. He said that both Relief Fund advisory boards expressed a desire to have this program and Mr. Gill previously presented to the other advisory boards. Mr. Sullivan added that both Commissioner Didier and Commissioner McKay were at a meeting and talked about presenting the idea during a Bi-County meeting. Also, Mr. Gill was going to present to the Boards in person, however, was not able to travel and would be presenting by video.

DRAFT

Steve Gill, WA State Department of Veteran's Affairs, via/WebEx, gave a Powerpoint presentation on the creation of a Veteran's Service Officer position and discussed the following:

- Washington State Serving Veterans and Their Families
    - Veterans Homes and Cemetery
- Veterans Services and Counseling & Wellness
- Veteran Service Officer Accreditation
- Memorandum of Agreement with County Governments
- Percent of Veterans Receiving VA Disability Compensation and Pension (National Average vs. Washington State)
- VA Expenditures in Washington State by County
- Counties with County Veterans Service Officers

Commissioner Delvin asked if the Veterans Relief Fund could support this position, at least to get it started. Mr. Sullivan indicated there were reserves in both accounts, however, the Relief Fund was supposed to be available if a vet had a crisis.

Commissioner Delvin also asked if the State put money into this program. Mr. Gill said the legislature created a County Vet Services Officer Fund that allowed counties with fewer than 100,000 population to access the fund. He said currently two counties received funding from this State Fund - Stevens and Clallam Counties and at this this point there were not funds to add to the bucket.

Commissioner Delvin said he would support this program.

Chairman Didier asked if there were national or federal funds available. Mr. Gill indicated there were no national funds available, however, there was currently legislation to lobby to receive funds, but not yet.

Chairman Didier asked if the program would assist the veterans in accessing federal funds that were available to them if the counties hired a Veterans Service Officer. Mr. Gill indicated it would provide services to apply for those funds; their goal was to connect veterans with these benefits.

Commissioner Peck said this program had real potential to improve their quality of life and he would support the program.

Commissioner McKay said he was in support of this program and asked if they could save money by sharing with other counties, like perhaps Yakima County. Mr. Sullivan said that Benton and Franklin Counties have had partnerships and it made some sense to partner, however, that it would be less likely to have Yakima as part of the equation due to traveling. Mr. Didier added that the workload for the officer for two counties might be too much.

Mr. Sullivan said there might be a need for two or more officers for this area, however, if they started with a position funded jointly by the two Counties, they could review the need in the future after the program was established.

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Chairman Small said he was also in favor of the program and requested the county administrators get together to review the program and report back to the Board.

Chairman Didier and Commissioner Mullen also indicated they were in favor of the program.

The Boards again discussed funding. Mr. Sullivan said some counties funded the position with the Relief Fund and some funded with the General Fund. He said if it were a shared position, it would be reasonable to use the Relief Funds, however, if there were one position for each county, they would need to have conversations about additional funding options.

Mr. Sullivan said if both boards were in favor, he would work with both county administrators and move forward to develop a program and bring back to the Boards for review.

All Board members stated they were in favor of moving forward.

Discussion/Possible Decision on the Creation of an Advisory Board for the Regional Health Recovery Center

Matt Rasmussen presented resolutions for the Boards to consider for the creation of an Advisory Board for the expenditure of the 0.1% behavioral health sales tax funds recently approved in both Counties. He said both counties passed the 0.1% behavioral health sales tax, and it made sense to have a community driven group and they were recommending the creation of a bi-county committee. The purpose of the advisory committee would be to provide advice to County Commissioners to see what services should be provided by the tax, and to make recommendations on new services, and changes to services that were not effective.

They would meet regularly and with other groups and individual providers and anyone in the community to gather that information and provide recommendations.

Mr. Rasmussen said they were recommending a joint advisory committee as follows:

13 voting members:

- Two experts in the field of mental health
- Two experts in the field of substance use disorder
- Three representing persons with lived experience
- Two representing hospital emergency room managers
- Two representing law enforcement or corrections
- Two representing fire departments or emergency medical responders

Seven non-voting members:

- One person representing Benton County (County Administrator or designee)
- One person representing Franklin County (County Administrator or designee)
- One person representing Benton County Human Services (Human Services Manager or designee)
- One person representing the Benton-Franklin Health District (Executive Director or designee)

- One person representing Adult and Juvenile Drug Court (Superior Court Administrator or designee)
- One person representing Mental Health and Veterans Court (District Court Administrator or designee)
- One person representing the Benton-Franklin Recovery Coalition;

Committee members should serve a term of three years with term limits of not more than three terms. Additionally, these would be voluntary positions, with minimal reimbursements for travel/training.

The Board then discussed multiple options for additional citizen representation, either voting or non-voting. Several options were suggested and ultimately the Board agreed on the following additional members:

- Four additional voting members (citizens) – with two appointed by each county for a total of 17 voting members. The voting members would be equally chosen by each County, with the odd (or third person with lived experience to be appointed by the committee). The non-voting members would remain as recommended.

If accurate, Mr. Rasmussen said he would amend the resolutions and circulate to each county for approval and signature.

The Board agreed.

Discussion Regarding Construction of New Juvenile Justice Center at the Kennewick Justice Center Campus

Chairman Small said he requested this item be added to the agenda. Mr. MacPherson said at the last bi-county meeting they were given direction to review construction and/or remodel of the Juvenile Justice Center and they identified the following two concepts:

- Stand-alone new Juvenile Justice Center on the Benton County Justice Center campus on vacant, undeveloped ground.

- Utilizing existing space – currently where the Sheriff's office was housed. It would involve a remodel but would have the ability to use services for medical and food that could be shared with the jail.

- They were developing an RFP for consultants to review these two concepts and come up with a recommendation on moving forward, with a progressive design build process for the construction project.

- Changes to the current interlocal agreement were being drafted.

Commissioner Peck discussed the different bi-county relationship models and that the Human Services relationship worked well. He said it would be helpful to know if they were envisioning

DRAFT

one joint facility or if Benton County would build the facility and then Franklin County would be the client. Mr. MacPherson said that Benton County would own the facility and Franklin County would be the client.

Commissioner Peck also asked if there were any thoughts about the future of the current site. Robert Blain said the intent would be to demolish that building and maybe look to sell the lot.

There being no further business before the Boards, the meeting adjourned at 11:22 a.m.

_____ _____

Clerk of the Board Chairman, Benton County

DRAFT

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022	**Memo Date: February 14, 2022**
Subject:	Canine control Officer 1 LIT	
Presenter:		
Prepared By:	Donna Hutchinson	
Reviewed By:	Greg Wendt	

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

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

Summary / Background Information

Approve the LIT within Current Expenses 0000101 Department Number 137 to raise the salary of the Canine Control Officer 1 from $15 per hour to $17 per hour. This is a non-barg, part time (120 hours per month maximum) position that is currently funded in the 2021-2022 budget. All line items are currently funded with enough money to cover this raise for the remainder of the budget cycle.

Fiscal Impact

No supplement required.

Recommendation

Recommend that the Board of County Commissioners sign the Resolution to raise the salary of the Canine Control Officer 1 from $15 per hour to $17 per hour. This is a non-barg, part time (120 hours per month maximum) position that is currently funded in the 2021-2022 budget. All line items are currently funded with enough money to cover this raise for the remainder of the budget cycle.

Suggested Motion

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 137

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: djh

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Animal Control Dept Nbr: 137

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 000 TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
554.301	1136	Canine Control Officer 1	$35,733	554.301	1136	Canine Control Officer 1	$35,733
TOTAL			$35,733	TOTAL			$35,733

Explanation:

This is a part time, non barg position with a maximum of 120 hrs per month that is currently approved in the 2021-2022 budget. A pay raise from $15 per hour to $17 per hour is being proposed. All line items are currently funded with enough money to cover this raise for the remainder of the budget cycle.

Prepared by: Donna Hutchinson Date: 14-Feb-2022

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ALTERNATE DATES FOR BUDGET HEARINGS, 2023-2024 BIENNIUM BENTON COUNTY BUDGETS;

WHEREAS, RCW 36.40.071 allows the county commissioners to set alternate dates for budget hearings; **NOW, THEREFORE**,

BE IT RESOLVED that the following dates are hereby adopted for the 2023-2024 biennium budget preparation:

August 1	Auditor's Office budget call letter to departments for estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures;
August 31	Departments return final estimates of revenues and expenditures to the Auditor's Office & the Commissioners' Office;
October 11	Commissioners' Office submits the preliminary biennium budget to Board of Commissioners;
October 26-27	Budget workshop (with Elected Officials);
November 16	First publication of notice of county budget hearings for final biennium budgets;
November 23	Second publication of notice of county budget hearings for final biennium budgets;
November 29	Public hearing to certify taxes and adopt the final biennium budgets.

Dated this . . . . . day of . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: All Depts.

Prepared by: Linda Ivey

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Surplus of Real Property
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	M. Rasmussen

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

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

Summary / Background Information

A neighboring property owner has approached the County about purchasing a County-owned property in the Benton City area.

The Real Property Manager has determined that no there is no need to maintain ownership of the property and recommends the property be declared surplus.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approve the surplus of the real property as presented.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

WHEREAS, pursuant to the policy, the Deputy County Administrator is the Real Property Manager for the County; and

WHEREAS, the neighboring property owner has approached the County about purchasing a County-owned property; and

WHEREAS, the Real Property Manager has determined that there is no need to maintain ownership of the 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 Real Property Manager may dispose of such in accordance with the Personal & Real Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Real Property Manager, the listed property in Attachment A is hereby determined to be surplus and will be disposed of as may be determined by the Real Property Manager in accordance with the Personal & Real Property Management Policy.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

Attachment A: Real Property Surplus

Parcel ID: 1-1997-402-0002-016

Legal Description: Kelo's First Addition to Kiona: Block2: Lot 2: Lot 16: Subject to Easements and Restrictions of Record

Size: .04 Acres

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 106

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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Clerk

Dept Nbr: 115 to Department Number 106

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 106

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	$1,000,000	512.317	4139	Blake LFO Refunds	$1,000,000
TOTAL			$1,000,000	TOTAL			$1,000,000

Explanation:

To appropriate funding in the Clerks Office,Department 106, for LFO Reimbursement expenses associated with the Blake Decision. The expenses are Grant funded.

Prepared by: Linda Ivey

Date: 16-Feb-2022

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Adopting ER&R Rates for Department Vehicles
Presenter:	
Prepared By:	Debbie Calhoun
Reviewed By:	Michael McGhan & Robert Blain

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

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

Summary / Background Information

The Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced. The Board of County Commissioners adopted the current iteration of the ER&R Fund policy on November 3, 2020. The Benton County ER&R Department, in accordance with the current iteration of the ER&R Fund policy, calculated 2022 rates/assessments for Department vehicles and equipment. Per the adopted policy, vehicle and equipment rates/assessments are to be adopted by the Board of County Commissioners.

Fiscal Impact

Adoption of these vehicle rates/assessments will have no direct fiscal impact. The vehicle rates/assessments were used as a basis for the Departments 2021/2022 budgets.

Recommendation

The Fleet Manager recommends that the Board of County Commissioners adopt the proposed vehicle and equipment rates/assessments.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: ADOPTION OF EQUIPMENT RENTAL AND REVOLVING (ER&R) FUND VEHICLE RATES/ASSESSMENTS FOR DEPARTMENT VEHICLES

WHEREAS, the Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced; and

WHEREAS, the Board of County Commissioners adopted the current policy that governs the operation of the ER&R Fund on November 03, 2020; and

WHEREAS, through said policy, the ER&R Department calculated rates/assessments for Department vehicles and equipment for the 2022 calendar year; and

WHEREAS, per said policy, vehicle rates/assessments must be adopted by the Board of County Commissioners; and

WHEREAS, the Fleet Manager recommends the Board of County Commissioners adopts the proposed vehicle and equipment rates/assessments; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners hereby adopts the proposed 2022 vehicle and equipment rates/assessments, per the ER&R Fund policy.

Dated this 1st day of March 2022

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County Washington

Orig: ER&R D Calhoun

Road Department 2022 Equipment Rates

Vehicle No.	Description	Rate Group	Purchase Year	Lifespan (yrs)	Annual Rental Rate
0390	TOWABLE TRASH PUMP	I	1991	35	$ 9,012
0418	HEAVY HAUL TRAILER (lowboy)	HT	1994	40	$ 14,436
0419	20 YD-TRAILER (belly dump)	HT	1994	45	$ 6,108
0420	HYDRAULIC TRUCK CONVEYOR ATT	CO	1994	35	$ 5,352
0424	ROCK RAKE	RR	1995	35	$ 3,312
0425	ROCK RAKE	RR	1995	35	$ 2,484
0432	WATER TANK TRAILER	HT	1996	30	$ 16,476
0442	2 AXLE TILT TRAILER	FT	1997	35	$ 10,104
0459	TRUCK CONVEYOR BOX	CO	1999	30	$ 4,320
0474	Fifth Wheel Tractor	I	2015	15	$ 17,028
0477	TAILGATE ROCK SPREADER	SP	2001	30	$ 1,800
0478	TAILGATE ROCK SPREADER	SP	2001	30	$ 1,008
0479	TAILGATE ROCK SPREADER	SP	2001	30	$ 1,644
0480	500 GAL. DE-ICER TANK	DI	2001	25	$ 6,432
0481	500 GAL.DE-ICER TANK-Kennewick-	DI	2001	25	$ 4,824
0484A	FRONT LOADER	LO	2018	10	$ 41,700
0489	ROCK RAKE - Kennewick	RR	2003	30	$ 7,092
0490	PATCH TRUCK PATCH KING	PA	2003	20	$ 25,596
0495	DOUBLE DRUM ROLLER	RL	2004	30	$ 3,432
0502	200 GALLON-DE ICER TANK-Kennewick	DI	2005	20	$ 2,484
0506	CHIPPER	I	2006	25	$ 5,640
0509/0462	SPRAY TRUCK CHASSIS/Weed Sp	ST	2006	17	$ 62,712
0511	TRACTOR MOWER - KENNEWICK	TM	2007	15	$ 26,724
0518/0447	SPRAY TRUCK CHASSIS/Weed Sp	ST	2008	15	$ 48,336
0520	1 TON DUMP BOX	DT	2008	20	$ 21,480
0532	ROCK RAKE PICKUP	DT	2009	14	$ -
0534	5YD DUMP-KENNEWICK CREW	SD	2011	12	$ 133,536
0535	5YD DUMP-KENNEWICK CREW	SD	2011	12	$ 155,892
0536	2009 JET RODDER (PURCH 4/2011)	I	2011	20	$ 11,556
0540	772G MOTOR GRADER KENNEWICK	MG	2012	12	$ 72,132
0541	ROCK RAKE PU A-2	DT	2012	20	$ 9,924
0542	ROCK RAKE PU A-2	DT	2012	20	$ 10,488
0543	2012 FORD F450 XL SUPER DUTY (KENN)	FB	2012	20	$ 6,456
0544	772G MOTOR GRADER PROSSER	MG	2012	15	$ 68,916
0545	420E Tractor-Loader-Backhoe-Kennwck	BH	2013	20	$ 25,992
0546	420E Tractor-Loader-Backhoe-Prosser	BH	2013	20	$ 14,664
0549	2013 White Ford F250-Prosser Crew	RO	2013	15	$ 5,796
0550	'13 White Ford F250-Kennewick Crew	RO	2013	15	$ 9,468
0551	OM12-2E FLATBED TILT TRLR12K LB	FT	2013	20	$ 1,404
0552	30TDT-3SC FLATBED TILT TRLR 50K LB	FT	2013	20	$ 7,608
0553	2013 John Deere 624K AWD Loader A-2	LO	2013	15	$ 28,620
0554	2013 Ford 450 Flatbed Truck-Prosser	FB	2013	15	$ 7,584
0555	Side Cast Broom- Prosser	BR	2013	10	$ 43,572
0556	Side Cast Broom- Kennewick	BR	2013	10	$ 41,256
0557	Water Truck-Kennewick	WT	2014	15	$ 58,284

Road Department 2022 Equipment Rates

Vehicle No.	Description	Rate Group	Purchase Year	Lifespan (yrs)	Annual Rental Rate
0561	6 YD Dump Truck	SD	2014	15	$ 20,220
0562	6 YD Dump Truck	SD	2014	15	$ 30,840
0563	12 YD Dump Truck	LD	2014	10	$ 51,996
0565	12 YD Dump Truck	LD	2014	10	$ 30,684
0566	10 YD Pup trailer	PT	2014	20	$ 6,408
0567	10 YD Pup trailer	PT	2014	20	$ 7,728
0568	10 YD Pup trailer	PT	2014	20	$ 8,052
0570	12 YD Dump Truck	LD	2015	10	$ 55,428
0571	12 YD Dump Truck	LD	2015	10	$ 68,232
0572	12 YD Dump Truck	LD	2015	10	$ 66,720
0573	10 YD Pup trailer-Prosser	PT	2015	20	$ 6,744
0574	10 YD Pup trailer-Prosser	PT	2015	20	$ 6,780
0575	10 YD Pup trailer-Prosser	PT	2015	20	$ 5,508
0578	Total Station-Controller-GPS Unit	I	2015	10	$ -
0580	Articulated wheel compactor attach	WC	2015	20	$ 516
0581	Articulated wheel compactor attach	WC	2015	20	$ 3,504
0582	Ford F350 1 Ton Rock Rake PU	DT	2015	15	$ 7,752
0583	'06 Frtlnr w/new Etnyre Oil Distrib	I	2015	20	$ 16,644
0584	Shop made rock rake	RR	2017	20	$ 5,508
0585	HEAVY HAUL TRACTOR	I	2017	15	$ 30,312
0586	Ford 4WD, Crew Cab	EN	2017	15	$ 9,360
0587	Ford 4WD, Crew Cab	EN	2017	15	$ 10,128
0588	Ford F250 3/4 Ton, 4WD, X-cab Kenn.	RO	2017	15	$ 12,468
0589	Ford F350 1 Ton, 4 WD, Crew Cab	RO	2017	15	$ 11,748
0590	2 AXLE TILT DECK TRAILER	FT	2017	20	$ 2,844
0591	2017 John Deere Motor Grader Area 2	MG	2017	15	$ 70,836
0592	2017 John Deere Motor Grader Area 1	MG	2017	15	$ 75,828
0593	Articulated wheel compactor attach.	WC	2018	20	$ 4,524
0594	Articulated wheel compactor attach.	WC	2018	20	$ 936
0595	Freightliner Asphalt Patch Truck	PA	2018	15	$ 36,300
0596	Volvo pneumatic roller	I	2018	20	$ 11,328
0597	John Deere Wheel Loader	LO	2018	15	$ 31,920
0598	Ford F150 Ext Cab, 4WD	DD	2018	10	$ 19,248
0599	Ford F150 Ext. Cab, 4WD	DD	2018	10	$ 13,116
0700	Ford F150 Ext. Cab, 4WD	DD	2018	15	$ 10,680
0701	RPM Tech LM220 Snow Blower	I	2017	20	$ 42,228
0702	2019 Ford F150 Crew Cab PW-ENG	DD	2019	20	$ 6,060
0703	2019 Ford F150 EXTCAB M-III	DD	2019	20	$ 14,628
0704	2019 Ford F150 Crew Cab 4WD-Survey	DD	2019	20	$ 10,944
0705	Freightliner cab & chassis with water tank	WT	2020	15	$ 58,608
0706	2019 Ford Escape - Engineering	EN	2019	15	$ 4,908
0707	1969 Butler 6500-gallon water tank trailer	I	2019	20	$ 21,108
0708	Hopper Sander, pre-wet, dual 100 gal tanks	I	2020	10	$ 8,340
0709	DynaPac Single Drum Roller	I	2020	15	$ 22,992
0710	Cross conveyor (shouldering) belt	CO	2020	15	$ 6,516

Road Department 2022 Equipment Rates

Vehicle No.	Description	Rate Group	Purchase Year	Lifespan (yrs)	Annual Rental Rate
0711	Cross conveyor (shouldering) belt	CO	2020	15	$ 6,324
0712	Freightliner cab & chassis with water tank	WT	2021	15	$ 57,060
0713	John Deere 872G Motor Grader	MG	2021	15	$ 67,224
0714	2020 Freightliner Cab & Chassis w/dump body	LD	2021	15	$ 50,784
0715	Walk and roll with Articulator	WC	2021	15	$ 5,412
0716	Sign Truck	RO	2021	15	$ 25,980
0717	F250 CC 4X4 Kennewick	RO	2021	15	$ 8,088
0718	F250 SC 4X4 Prosser	I	2021	15	$ 7,884
0719	2021 Ford Explorer	EN	2021	15	$ 7,884
0720	2021 Ford Escape	EN	2021	15	$ 6,888
0721	2021 Ford Explorer	EN	2021	15	$ 7,680
0722	Shouldering mower	TM	2021	10	$ 53,940
0723	Craftco/Crackseal Machine	I	2022	15	$ 20,916
0511R	Shouldering mower	TM	2022	10	$ 31,584

2022 Non-Road Vehicle Replacement Rates

Department	Vehicle No.	Description	Lifespan (yrs)	Annual Replacement Rate	Qtrly Chargs
ASSESSOR	1091	2010 Impala	15	$ 828	$ 207
	1110	2016 Escape	15	$ 2,240	$ 560
	1111	2016 Escape	15	$ 2,248	$ 562
	1123	2019 Escape	15	$ 2,944	$ 736
	1124	2019 F150	15	$ 3,684	$ 921
	1132	2021 Ford Escape	15	$ 3,880	$ 970
AUDITOR	1115	2017 Escape	15	$ 2,208	$ 552
	1131	2020 Van	10	$ 7,860	$ 1,965
BUILDING	1102	2014 Escape	10	$ 3,776	$ 944
	1116	2018 Escape	12	$ 2,400	$ 600
	1130	2019 Escape	15	$ 2,700	$ 675
	1133	2021 Ford Escape	15	$ 3,880	$ 970
	1135	2021 Ford Escape- Building	15	$ 3,880	$ 970
	1093	2011 Ford Escape	15	$ 3,880	$ 970
IT	1117	2018 Grd Caravan	15	$ 2,348	$ 587
CLERK	1099	2013 Impala	15	$ 1,516	$ 379
	1114	2016 Escape	15	$ 2,388	$ 597
COMMISSIONER	1107	2015 Escape	15	$ 2,072	$ 518
	1108	2015 Escape	15	$ 2,280	$ 570
	1113	2016 Escape	15	$ 2,264	$ 566
	1119	2017 Escape	15	$ 2,784	$ 696
	1125	2018 Explorer	15	$ 3,812	$ 953
	1118	Pool Car	15	$ 3,108	$ 777
CORONER	1090	2010 Express Van	15	$ 9,264	$ 2,316
	1103	2014 Transit Van	7	$ 3,604	$ 901
	1105	2015 Grd Caravan	10	$ 4,132	$ 1,033
FACILITIES	1067	2004 Silverado	19	$ 3,056	$ 764
	1082	2008 F350	20	$ 2,396	$ 599
	1096	2013 F250	15	$ 2,276	$ 569
	1109	2015 Escape	15	$ 2,412	$ 603
	1121	2018 Polaris	10	$ 3,968	$ 992
	1129	Jacobsen Mower	10	$ 16,096	$ 4,024
PLANNING	1095	2012 Escape	15	$ 1,328	$ 332
	1106	2015 Escape	10	$ 3,772	$ 943
	1120	2018 Escape	15	$ 3,012	$ 753
PROSECUTOR	1100	2013 Impala	15	$ 1,792	$ 448
	1112	2016 Escape	10	$ 3,464	$ 866
TREASURER	1134	2021 Ford Escape	15	$ 3,880	$ 970
PARKS	1097	2013 F250	15	$ 2,212	$ 553
	1098	2013 F250	15	$ 2,356	$ 589
	1126	2019 Polaris	10	$ 3,656	$ 914
	1127	2019 Polaris	10	$ 3,648	$ 912

2022 Non-Road Vehicle Replacement Rates

Department	Vehicle No.	Description	Lifespan (yrs)	Annual Replacement Rate	Qtrly Chargs
FAIRGROUNDS	1094	2011 F250	15	$ 3,312	$ 828
	1122	2017 Golf Cart	10	$ 2,584	$ 646
	1128	2019 Polaris	10	$ 3,648	$ 912
CORRECTIONS	C20-51	2020 Interceptor	10	$ 5,824	$ 1,456
	C20-52	2020 Interceptor	10	$ 5,824	$ 1,456
	C21-51	2021 Escape	10	$ 3,428	$ 857
	C21-53	2021 Explorer	10	$ 6,148	$ 1,537
	C22-51	2022 Transit	10	$ 5,824	$ 1,456
JUVENILE	42-51	2019 Escape SE 4WD	15	$ 4,072	$ 1,018
	42-52	2020 INTERCEPTOR SUV	15	$ 4,020	$ 1,005
SHERIFF	S20-01	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-02	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-03	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-04	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-05	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-06	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-07	Policy Utility AWD	6	$ 12,140	$ 3,035
	S20-08	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-09	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-10	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-11	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-12	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-13	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-14	Police Utility AWD	6	$ 12,140	$ 3,035
	S20-15	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035
	S21-New	Police Utility AWD	6	$ 12,140	$ 3,035

2022 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
ASSESSOR			$ 4,000
	1091	2010 Impala	
	1110	2016 Escape	
	1111	2016 Escape	
	1123	2019 Escape	
	1124	2019 F150	
	1132	2021 Ford Escape	
AUDITOR			$ 1,500
	1115	2017 Escape	
	1131	2020 Cargo Van	
BUILDING			$ 5,000
	1093	2011 Escape	
	1102	2014 Escape	
	1116	2018 Escape	
	1130	2019 Escape	
	1133	2021 Ford Escape	
	1135	2021 Ford Escape- Building	
IT			$ 600
	1117	2018 Grd Caravan	
CLERK			$ 1,500
	1099	2013 Impala	
	1114	2016 Escape	
COMMISSIONER			$ 8,750
	0512	POOL CAR A-1	
	0513	POOL CAR A-1	
	0521	POOL CAR A-2	
	1107	2015 Escape	
	1108	2015 Escape	
	1113	2016 Escape	
	1119	2017 Escape	
	1125	2018 Explorer	
	1118	Pool Car	
CORONER			$ 3,000
	1090	2010 Express Van	
	1103	2014 Transit Van	
	1105	2015 Grd Caravan	
PLANNING			$ 2,000
	1095	2012 Escape	
	1106	2015 Escape	
	1120	2018 Escape	
PROSECUTOR			$ 2,000
	1075	2006 Impala	
	1100	2013 Impala	
	1112	2016 Escape	

2022 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
FACILITIES			$ 7,000
	1067	2004 Silverado	
	1082	2008 F350	
	1096	2013 F250	
	1109	2015 Escape	
	1121	2018 Polaris	
	1129	Jacobsen Mower	
	61-01	3/4 Ton 4X4 PU Facilities	
	61-02	4X4 PICKUP Facilities	
	61-03	Facilities - Utility Trailer	
	61-04	48" Zero turn mower	
TREASURER			$ 1,000
	1134	2021 Ford Escape	
	0533A	2010 Escape	
PARKS			$ 4,000
	1097	2013 F250	
	1098	2013 F250	
	1126	2019 Polaris	
	1127	2019 Polaris	
	74-02	TRAILER-PARKS/FACILITIES	
	74-03	Parks - Utility Trailer	
	74-05	60 inch zero turn mower	
	74-07	Zero turn 72" deck	
	74-08	72" Zero turn mower	
	74-10	Tandem Axle Trailer	
FAIRGROUNDS			$ 8,500
	1094	2011 F250	
	1122	2017 Golf Cart	
	1128	2019 Polaris	
	110-9	4000 Gallon Water Truck	
	110-10	TELEHANDLER	
	110-11	SKIDSTEER - Fairgrounds	
	110-15	FAIRGROUNDS 105	
	110-23	Tractor with front loader	
SUPERIOR COURT			$ 1,000
	1069	2005 CVPI	
ANIMAL CONTROL			$ 1,000
	137-1	2010 EXPRESS VAN	
	137-2	2006 EXPEDITION	
HUMAN SERVICES			$ 1,000
	HS-03	2010 Fusion	
	HS-04	2010 Fusion	
HORTICULTURAL PEST & DISEASE			$ 500
	9703	2008 COLORADO	

2022 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
CORRECTIONS			$ 20,000
	C03-01	TRAILER- Work Crew#4	
	C07-14	TRAILER- Work Crew#2	
	C09-13	CHEV VAN- Work Crew#4	
	C12-09	Ford Van- Work Crew#2	
	C17-03	Custody - Van	
	C18-10	Prisoner transport vehicle	
	C19-14	Hyd dump trailer 14K	
	C20-51	2020 Interceptor	
	C20-52	2020 Interceptor	
	C21-51	2021 Escape	
	C21-53	2021 Explorer	
	C22-51	2022 Transit	
	S02-10	TRAILER-spare	
	S06-15	TRAILER- Work Crew#5	
	S97-11	WCII TRLR	
JUVENILE			$ 5,000
	42-27	2008 MALIBU	
	42-28	2008 MALIBU	
	42-31A	2005 COLORADO	
	42-34	2004 CVPI	
	42-37	1999 TAURUS S/W	
	42-39	2014 Impala	
	42-41	2014 E250	
	42-46	2010 CVPI	
	42-51	2019 Escape SE 4WD	
	42-52	2020 INTERCEPTOR SUV	
SHERIFF			$ 200,000
	S93-1A/OR	SHFF TRAILER	
	S95-30	SHFF TRAILER	
	S02-09	Quad Runner-at Paterson Township	
	S02-13	Quad Runner-at Paterson Township	
	S04-16	6.8 Liter V-10-BOAT PATROL	
	S07-01	UNDERSHERIFF	
	S08-14MCU	MCU	
	S08-17	UNDER COVER VEHICLE	
	S08-1B	JET RIVER PATROL BOAT	
	S08-1T	TRAILER FOR 08-1B JET BOAT	
	S08-2B	RIVER PATROL BOAT (OUTBOARDS)	
	S08-2T	TRAILER FOR 08-2B	
	S11-13	SWAT VEHICLE	
	S12-13	ADMINISTRAT	
	S12-15	6.7POWER STROKE/ BOAT PATROL	
	S13-01	TRAFFIC / TUNGESVIK	
	S13-06	TRAFFIC	

2022 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
SHERIFF			
	S14-01	PATROL	
	S14-02	PATROL	
	S14-03	PATROL	
	S14-04	SHERIFF-DETECTIVE-McCARY	
	S14-08	PATROL	
	S14-09	PATROL	
	S14-10	INTERCEPTOR	
	S14-11	PATROL	
	S14-12	PATROL	
	S14-13	PATROL	
	S14-14	PATROL	
	S15-02	PATROL	
	S15-03	PATROL	
	S15-04	PATROL	
	S15-06	PATROL	
	S15-07	PATROL	
	S15-08	PATROL	
	S15-09	PATROL	
	S15-10	PATROL	
	S15-12	PATROL	
	S15-13	SIDE BY SIDE - PATROL	
	S15-14	FORD VAN - WC #5	
	S15-16	PATROL	
	S15-17	PATROL	
	S15-18	TRAFFIC	
	S15-20	PATROL	
	S16-01	PATROL	
	S16-02	PATROL	
	S16-03	TRAFFIC	
	S16-04	PATROL	
	S16-05	PATROL	
	S16-06	PATROL	
	S16-07	ADMINISTRATION	
	S16-08	ADMINISTRATION	
	S16-09T	PATROL TRAILER	
	S16-10	Undercover mini-van	
	S16-11	2015 300	
	S17-01	PATROL	
	S17-02	PATROL SUV	
	S17-04	SHERIFF PATROL	
	S17-05	SHERIFF PATROL	
	S17-06	SHERIFF PATROL	
	S17-08	SHERIFF PATROL	
	S17-09	SHERIFF PATROL	

2022 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
SHERIFF			
	S17-10	SHERIFF PATROL	
	S18-01	4 DR SILVER	
	S18-02	Patrol	
	S18-03	Patrol	
	S18-05	Patrol	
	S18-06	Patrol	
	S18-07	Patrol	
	S18-08	Patrol	
	S18-09	Patrol	
	S18-11	4 wheeler	
	S18-12	4 wheeler	
	S18-14T	6 x 19 2 Axle trailer 5000 GVWR	
	S19-01	Interceptor Patrol	
	S19-02	Interceptor Patrol	
	S19-03	f150 Sheriff Patrol	
	S19-04	f150 Sheriff Patrol	
	S19-05	Patrol	
	S19-06	Patrol	
	S19-07	Patrol	
	S19-08	Patrol	
	S19-09	Patrol	
	S19-10	Admin	
	S19-11	Patrol	
	S19-12	PATROL, SUV	
	S19-13	PATROL SUV	
	S19-16	2020 Interceptor Uti	
	S19-17	SHERIFF PATROL SUV	
	S19-19B	SHERIFF SAFEBOAT	
	S19-20T	EZ LOADER TRLR FOR 2019 SAFEBOAT	
	S20-01	Police Utility AWD	
	S20-02	Police Utility AWD	
	S20-03	Police Utility AWD	
	S20-04	Police Utility AWD	
	S20-05	Police Utility AWD	
	S20-06	Police Utility AWD	
	S20-07	Policy Utility AWD	
	S20-08	Police Utility AWD	
	S20-09	Police Utility AWD	
	S20-10	Police Utility AWD	
	S20-11	Police Utility AWD	
	S20-12	Police Utility AWD	
	S20-13	Police Utility AWD	
	S20-14	Police Utility AWD	
	S20-15	Police Utility AWD	
	S20-16	Armored personel carrier	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Behavioral Health Advisory Committee
Presenter:	
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

On February 23, 2022 the Boards of County Commissioners gave direction to staff to finalize the formation of a Behavioral Health Advisory Committee for Benton and Franklin Counties. The Commissioners elected to have half of the voting members of the committee appointed by each Board separately and directed staff to add four voting members representing the general public.

The Behavioral Health Advisory Committee will exist to gather community input and advise the Benton and Franklin Boards of County Commissioners as to how to best spend the revenues generated by the 0.1% Behavioral Health Sales Tax. This will include, but not be limited to:

- Make recommendations on contracts to provide behavioral health services. This includes selection of providers and on-going monitoring of the services performed under those contracts
- Have input on the design and construction of behavioral health facilities under the jurisdiction of the counties
- Make recommendations for new services or services that need to be expanded
- Make recommendations on services that are not effective, not utilized, or need to be adjusted.

To have good representatives from the region, the Committee should be made of up of the following representatives (17 in total):

- Two experts in the field of mental health
- Two experts in the field of substance use disorder
- Three representing persons with lived experience
- Two representing hospital emergency room managers
- Two representing law enforcement or corrections
- Two representing fire departments or emergency medical responders
- Four representing the general public

There should be non-voting members of the committee that attend to provide knowledge and resources for committee activities. These could include:

- Representatives from the Counties, typically a County Manager or Finance Director, to give feedback on the availability of resources to carry out committee recommendations
- A representative from the County Human Services Department to provide technical support and background on how proposed services interact with other available programs. This person could also act as the meeting facilitator.
- A representative from the Benton Franklin Health District to provide background on how proposed services interact with programs they already offer
- Two representatives from the Therapeutic Courts (one from Adult and Juvenile Drug Court and one from Mental Health and veterans court) to provide guidance on how proposed services interact with their programs
- A representative from the Benton Franklin Recovery Coalition to provide Community/Citizen point of view and support

The Committee plays an advisory role only. The final decisions on all matters will be made by the respective Boards of County Commissioners after taking input from the Committee, service providers under contract with the counties (as appropriate) and other interested members of the community.

Fiscal Impact

There will be minimal cost involved to operate the Committee. Frequently reimbursement of actual costs for things like travel or attending meetings are covered by the Counties. It is likely that any of those costs would be eligible to be paid out of the 0.1% Mental Health/SUD sales tax as part of the cost of operating the associated programs.

Recommendation

Staff recommends that the Boards formally approve formation of the Committee.

Suggested Motion

Approve as part of the consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO._____

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

IN THE MATTER OF ESTABLISHING AN ADVISORY COMMITTEE FOR BEHAVIORAL HEALTH NEEDS IN BENTON AND FRANKLIN COUNTIES

WHEREAS, there is unmet need in Benton and Franklin Counties and the surrounding region regarding treatment services for persons in behavioral health crisis; and

WHEREAS, in response to this unmet need Benton County and Franklin County have separately implemented the 0.1% Chemical Dependency and Mental Health Sales Tax authorized under RCW 82.14.460; and

WHEREAS, the Counties desire that services provided with revenues from the new tax be community centered and seek a range of public perspectives to inform their decisions about these programs; and

WHEREAS, in order to gain this community perspective, it is desirable to create a committee of experts and persons with lived experience who can provide advice to each Board of County Commissioners regarding the need and effectiveness of behavioral health services; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby create the Benton-Franklin Behavioral Health Advisory Committee; and

BE IT FURTHER RESOLVED that there shall be seventeen voting members of the Advisory Committee, sixteen of which shall be selected by and serve at the pleasure of the Boards of County Commissioners and the remaining position representing persons with a lived experience who is a certified peer counselor or has been in recovery themselves for at least one year or has had close family members with substance use disorder or mental health issues shall be nominated by the members appointed by the Board of Commissioners and subsequently appointed by resolution of each Board of County Commissioners; and

BE IT FURTHER RESOLVED that the appointments shall be for three-year terms, each member may serve a maximum of three terms, and shall serve without compensation; and

BE IT FURTHER RESOLVED that the sixteen voting members of the Advisory Board selected by the Boards of County Commissioners shall be appointed pursuant to separate resolutions adopted by each County Board of Commissioners in compliance with the following criteria:

Law Enforcement or Corrections Officer	One by Benton County, One by Franklin County
Fire Department or Emergency Medical Responders	One by Benton County, One by Franklin County
Hospital Representative	One by Benton County, One by Franklin County
Mental Health Experts	One by Benton County, One by Franklin County
Substance Use Disorder Experts	One by Benton County, One by Franklin County
Persons with Lived Experience	One by Benton County, One by Franklin County
Members of the Public	Two by Benton County, Two by Franklin County

; and

cc: commissioners M. Rasmussen

BE IT FURTHER RESOLVED that there shall be seven non-voting members of the Advisory Committee who shall be selected as follows:

One person representing Benton County (County Administrator or designee)
One person representing Franklin County (County Administrator or designee)
One person representing Benton County Human Services (Human Services Manager or designee)
One person representing the Benton-Franklin Health District (Executive Director or designee)
One person representing Adult and Juvenile Drug Court (Superior Court Administrator or designee)
One Person representing Mental Health and Veterans Court (District Court Administrator or designee)
One person representing the Benton-Franklin Recovery Coalition; and

BE IT FURTHER RESOLVED that the voting and non-voting members of the Advisory Committee shall be appointed pursuant to resolutions adopted by each County Board of Commissioners and removals and replacements thereafter will also be reflected in resolutions of each Board; and

BE IT FURTHER RESOLVED that members of the Advisory Committee shall not engage in activities that may be considered a conflict of interest and shall not use Committee membership or information gained through Committee participation to advance their own business or personal interests; and

BE IT FURTHER RESOLVED that the Advisory Committee shall develop its own by-laws and meet regularly to consider community needs surrounding behavioral health and provide input to the Benton County Board of Commissioners and the Franklin County Board of Commissioners; and

BE IT FURTHER RESOLVED that the Advisory Committee shall comply with the Washington Open Meetings Act and Public Records Act, and staff for the counties shall assist with such compliance efforts.

FOR BENTON COUNTY

Dated this _____day of _____ 2022.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: . . . . . .

Clerk of the Board

FOR FRANKLIN COUNTY

Dated this _____ day of _____ 2022.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: . . . . . .

Clerk of the Board

cc: commissioners M. Rasmussen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute First Amendment to Agreement #21/22-DD-ENT-00 with Entrust Community Services
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of this First Amendment is to correct acronym errors and change language in section two of the contract.

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

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Agreement #21/22-DD-ENT-00
- Approve the First Amendment to Agreement #21/22-ENT-[illegible] -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 FIRST AMENDMENT TO GRANT AGREEMENT #21/22-DD-ENT-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ENTRUST COMMUNITY SERVICES BY AMENDING BENTON COUNTY RESOLUTION 2021 799

WHEREAS, this First Amendment is to correct acronym errors and change language in section two of the contract; and

WHEREAS, Benton County Resolution 2021 799 serves to provide employment services to individuals with intellectual/developmental disabilities; **NOW, THEREFORE**

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

BE IT RESOLVED, that Benton County Resolution 2021 799 is hereby amended; and

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

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on February 1, 2022 and shall expire on June 30, 2022.

Dated this . . .. .day of . . .. , 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

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

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

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

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

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

Agreement Start Date..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2022
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

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

For the Contractor:

Tom Gaulke Title: CEO Date: 2/8/22

For Benton County:

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

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

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

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

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

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

d. **Audit Requirement:**

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

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

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

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

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

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

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

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

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

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

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

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

(3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

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

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

m. **Insurance:**

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

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

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.

Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46

U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

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

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

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

(5) **Other Insurance Provisions**:

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

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

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

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or

prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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

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

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

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

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

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

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

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

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

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

v. **Records Maintenance and Inspection:**

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

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

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

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

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

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

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

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

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

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

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

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

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

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

   b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

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

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

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

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

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

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

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

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

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *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 the County and the Contractor. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

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

4. **Credentials and Minimum Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

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

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

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

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

(2) Criteria for Evaluation;

(3) DDA Guiding Values;

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

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

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

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

e. Technical Assistance: DDA 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 DDA and the County to the Contractor. The County shall immediately notify the DDA Region of the County's intent to terminate a Contractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA 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 DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. 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 DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. The 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 DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

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

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

b. 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 DDA as cost incurred by the program for:

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

(a) Training:

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

(2) Consumer Support.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Confidential Information.** Contractors must:

a. Ensure the security of Confidential Information, and

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

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

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

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

Exhibit A - Data Security Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   (1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Encrypt the Data.

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute First Amendment PSC-21/22-CHAPMAN-00 between Debra Chapman and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

This First Amendment will extend the end date, add to the statement of work, and add funding to continue to provide transition services to families in our communities by connecting them to transition services available for those in age from 15 to 21.

The Transition Specialist will make connections in the school districts in our communities to identify the needs of individuals with Intellectual /Developmental Disabilities (I/DD) in the school district and their families. The Transition Specialist will coordinate the Interagency Transition Network (ITN) group and assist with coordinating the ITN Transition Fair.

Fiscal Impact

Amount: $0.00

Fund: Funding for the services described in this Personal Service Contract 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 First Amendment
- Approve the proposed First Amendment by signing all the copies where indicated

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING FIRST AMENDMENT TO PERSONAL SERVICE CONTRACT #PSC-21/22-CHAPMAN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DEBRA CHAPMAN BY AMENDING BENTON COUNTY RESOLUTION 2021 578

WHEREAS, this First Amendment serves to extend the end date of the contract, add to the statement of work, and add funding to provide transition services to families in our communities by connecting them to transition services available for those ages 15-21, by making connections in the school districts to identify the needs of individuals with Intellectual/Developmental Disabilities (I/DD) in school and their families; and

WHEREAS, consideration for this First Amendment to #PSC-21/22-CHAPMAN-00 is $92,760.00, adding $61,840.00 to the total consideration; and

BE IT RESOLVED, that Benton County Resolution 2021 578 is hereby amended; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to #PSC-21/22-CHAPMAN-00 between Benton County Department of Human Services and Debra Chapman; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, First Amendment to #PSC-21/22-CHAPMAN-00 for a total consideration of $92,760.00; and

BE IT FURTHER RESOLVED, that the First Amendment shall be effective February 1, 2022 through June 30, 2024.

Dated this . . .. .day of . . . . , 2022

_____
Chairman

_____
Member

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

Attest: _____
Clerk of the Board

cc: Benton County Commissioners, Human Services Clark

FIRST CONTRACT AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT #PSC-21/22-CHAPMAN-00

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **DEBRA CHAPMAN**, an individual under the laws of the State of Washington, with its principal offices at 306 E. 2nd Avenue, Ritzville, WA 99169, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No.2021 578, the parties entered into a Professional Service Agreement beginning July 1, 2021, extending to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing support to transition services for families and schools in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the program's end date, CONSIDERATION, the attached budget, and Statement of Work; and

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

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

   End Date.....June 30, 2024
   Consideration $92,760.00

2. **COMPENSATION**
   Section 5.a be replaced in its entirety with the following:

   For the services performed under this Contract, the CONTRACTOR shall be paid $25.00/hr as stated in Exhibit B "Budget", which is attached hereto and incorporated herein by reference. Compensation shall not exceed ninety-two thousand, seven hundred sixty dollars and zero cents ($92,760.00).

3. **EXHIBIT A SCOPE OF WORK** shall be replaced in its entirety.

4. **EXHIBIT B BUDGET** shall be replaced in its entirety.

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

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Debra Chapman, Transition Specialist

Deborah Chapman

Signature 2/4/22 Date

Deborah Chapman
Name

Transition Specialist
Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:

Human Services Manager

Benton County Independent Contractor
'21-'24 Transition Specialist Statement of Work

The Transition Specialist will provide services to families in our communities by connecting them to transition services available for those in age from 15 to 21. The Transition Specialist will make connections in the school districts in Benton and Franklin Counties to identify needs of individuals with I/DD in the school district and their families. The Transition Specialist will coordinate the Interagency Transition Network (ITN) group and assist with Coordinating the ITN Transition Fair. Develop the DDA Job Foundation project In Benton & Franklin Counties.

Job duties are as follows but not limited to:

- Develop and maintain relationships with school districts, employment agencies, employers, families, and other community members.
- Evaluate with community organizations the needs of Benton & Franklin Counties for transition services and develop a plan to meet them.
- Connect families with available services for transition services and other needs.
- Participate in transition service groups and support groups for families which focus on services for those with DD/ID.
- Host and Coordinate the Interagency Transition Network meetings.
    - Coordinate annual job fair
- Network with school's programs to understand how their programs operate to better assist families with navigating available services.
- Participate in DDA & WISE Job Foundation meetings and workgroups.
- Develop Job Foundations program in Benton & Franklin Counties in the 2022 year so it will be operable during the 2023 year.
    - Communicate with County on needs and any assistance needed to get program going
    - Work with DDA and Spokane County (currently has job foundations program)
- Maintain thorough and complete records of activities performed under the contract.
- Performs other related duties as assigned.

EXHIBIT "B"

Benton County Department of Human Services
Budget Worksheet for Agreement #PSC-21/22-Chapman-00
July 1, 2021 – June 30, 2024
Budget Below is Allowed Annually

Budget Item	State Fund
OPERATING EXPENSES	
Office/Cell Phone	$1320.00
Printing/Supplies	$600.00
Event Supplies	$2000.00
TRAVEL EXPENSES	
Local Travel (mileage)	$1000.00
COORDINATOR TIME AND EFFORT	
Wages (52 weeks x 20 hours x $25/hr)	$26,000.00
Annual Total	**$30,920.00**
Contract Total	**$92,760.00**
Total Consideration	**$92,760.00**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute Second Amendment to PSA-2021/22-Adolphsen-00 between Sharon Adolphsen and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of this Second Amendment to Professional Service Agreement #PSA-2021/22-ADOLPHSEN-00 with Sharon Adolphsen is to extend the end date of the Agreement, add to the statement of work, and add to the total consideration. This contract provides support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Professional Service Agreement
- Approve the proposed Second Amendment to Professional Service Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT #PSA-2021/22-ADOLPHSEN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND SHARON ADOLPHSEN BY AMENDING BENTON COUNTY RESOLUTION 2021 798

WHEREAS, this Second Amendment to Professional Service Agreement serves to extend the end date of the contract, add to the statement of work, and add funding for the Benton Franklin Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities; and

WHEREAS, consideration for this Second Amendment to Professional Service Agreement is $91,520.52, adding $61,013.68 to the total consideration; and

WHEREAS, this Second Amendment to Professional Service Agreement shall be effective February 1, 2022 through June 30, 2024; **NOW THEREFORE**,

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

BE IT RESOLVED, that Benton County Resolution 2021 798 is hereby amended; 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, Second Amendment to Professional Service Agreement # PSA-2021/22-Adolphsen-00 for a consideration of $91,520.52; and

BE IT FURTHER RESOLVED, that the Second Amendment shall be effective February 1, 2022 through June 30, 2024.

Dated this . . .. .day of . . . . , 2022

_____
Chairman

_____
Member

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

Attest: _____
Clerk of the Board

cc: Benton County Commissioners, Human Services

Clark

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

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

WHEREAS, per Benton County Resolution No. 2021 798, the parties entered into a Professional Service Agreement beginning July 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with intellectual/developmental disabilities; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the program's end date, compensation, the attached budget, adding to section 4 and replacing section 6.1; and

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

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

   Agreement End Date.....June 30, 2024

   Consideration **$91,520.52**

2. **SERVICES PROVIDED**
   Section 4.1.8 Parent Coalition Coordinator will host Benton Franklin Parent Coalition meetings quarterly with the coalition membership in person or via Zoom to continue to be in touch with local parents needs and wants to represent the families in our community.

   Section 4.3.6 Parent Coalition Coordinator will participate in the ITN meetings for Bento and Franklin Counties.

3. **COMPENSATION**
   Section 6.1.1 State Operating Expenses eligible for reimbursement between July 1, 2021 and June 30, 2024 are to be billed monthly basis for actual cost incurred. Total

shall not exceed $7,410.00

Section 6.1.2 State Travel Expenses eligible for reimbursement between July 1, 2021 and June 30, 2024 are to be billed on a monthly basis for actual cost incurred. Total shall not exceed $6,840.00.

Section 6.1.3 State Compensation for Coordinator time and effort eligible for reimbursement between July 1, 2021 and June 30, 2024 are to be billed on a monthly basis for actual time spent by Coordinator associated with the performance of the activities described in Services Provided provision of this Agreement. Total not to exceed $60,648.00.

Section 6.1.4 Millage Compensation for Coordinator time and effort and expenses for any service that is related to educating legislators between July 1, 2021 and June 30, 2024, on local issues and services will be billed under millage fund. The total services that will be reimbursed under millage funds will not exceed $16,622.52.

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

FOR BENTON COUNTY:

_____
Chairman Date

_____
Member Date

_____
Member Date

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

FOR THE CONTRACTOR:
Sharon Adolphsen, Coordinator

Sharon Adolphsen 2/1/2022
Signature Date

Sharon Adolphsen
Name

Coordinator
Title

ATTEST:

_____
Clerk of the Board

APPROVED AS TO CONTENT:

_____
Human Services Manager

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

EXHIBIT "A"

Benton County Department of Human Services
Budget Worksheet for Second Amendment to Agreement #PSA-2021/22-Adolphsen-00
July 1, 2021 – June 30, 2024
Budget Below is Allowed Annually

Item and Narrative	State Fund	Millage Fund
OPERATING EXPENSES		
Office/Cell Phone	$1,320.00	
PO Box	$150.00	
Printing/Supplies	$1000.00	$355.00
TRAVEL EXPENSES		
To include Statewide Parent Coalition Meeting, Community Advocacy Coalition Meetings and Advocacy Travel.	$1,280.00	$710.00
Local Travel (mileage)	$1,000.00	
COORDINATOR TIME AND EFFORT		
Wages	$20,216.00	$4,475.84
Annual Total	**$24,966.00**	**$5,540.84**
Contract Total	**$74,898.00**	**$16,622.52**
Total Consideration	**$91,520.52**	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute First Amendment to Agreement #2021-DD-CDC-00 with Children's Developmental Center
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of this First Amendment is to correct acronym errors and change language in section two of the contract.

Benton County Department of Human Services contracts with Children's Developmental Center to provide services for children ages birth to three years old in accordance with RCW 71A.14. Children's Developmental Center is the lead agency for these services.

Fiscal Impact

Amount: $86,898.00

Fund: Funding for the services described in this First 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 First Amendment to Agreement #2021-DD-CDC-00 with Children's Developmental Center, where indicated
- Sign the First Amendment to Agreement #2021-DD-CDC-00 to execute the Agreement, where indicated

Suggested Motion

Approve on consent agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING FIRST AMENDMENT TO GRANT AGREEMENT #2021-DD-CDC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER BY AMENDING BENTON COUNTY RESOLUTION 2021 801

WHEREAS, the purpose of this First Amendment is to correct acronym errors and change language in section two of the contract; and

WHEREAS, per Benton County Resolution 2021 801 contracts with Children's Developmental Center to provide services to children from birth to three years old; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #2021-DD-CDC-00; and

BE IT RESOLVED, that Benton County Resolution 2021 801 is hereby amended; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Grant Agreement #2021-DD-CDC-00 with the Children's Developmental Center to provide services to children from birth to three years old for a consideration amount not to exceed $86,898.00; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment commences on February 1, 2022 and shall expire on June 30, 2022.

Dated this . . . .day of . . . . . , 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
First Amendment to Agreement #2021-DD-CDC-00

This First Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, a Washington State Not-For-Profit Corporation, with its principal offices at 1549 Georgia Ave. SE, Ste. A., Richland, WA 99352. (hereinafter "Contractor").

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

Contractor Contact Information:
Zahra Roach, Director
Children's Developmental Center
1549 Georgia Ave. SE, Ste. A.
Richland, WA 99352
Phone: 509.735.1062 / Fax: 509.737.8492
E-Mail: Zahra@childrensdc.org

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

Agreement Start Date ..... July 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2022
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration $86,898.00

Attachments incorporated into this Agreement

Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Change/Termination/Withdrawal Form
Exhibit "D" – Travel Policy

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

For the Contractor:

_____ Title: Executive Director Date: 2/1/2022

For Benton County:

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

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

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

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

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

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

d. **Audit Requirement:**

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

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

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

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

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

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

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

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

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

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

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

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

(3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

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

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

m. **Insurance:**

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

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

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46

U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

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

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

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

(5) **Other Insurance Provisions**:

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

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

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

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or

prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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

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

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

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

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

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

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

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

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

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

v. **Records Maintenance and Inspection:**

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

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

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

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

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

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

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

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

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

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

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

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

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

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

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

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

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

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

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

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

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

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *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 the County and the Contractor. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

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

4. **Credentials and Minimum Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

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

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

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

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

(2) Criteria for Evaluation;

(3) DDA Guiding Values;

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

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

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

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

e. Technical Assistance: DDA 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 DDA and the County to the Contractor. The County shall immediately notify the DDA Region of the County's intent to terminate a Contractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA 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 DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. 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 DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. The 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 DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

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

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

b. 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 DDA as cost incurred by the program for:

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

(a) Training:

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

(2) Consumer Support.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA 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.qov/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 physical token or biometrics.

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

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

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

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

iii. Taking frequent inventories.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Data Segregation.**

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

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

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

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

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

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

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

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

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

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

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

Benton County
Department of Human Services

EXHIBIT B FEE FOR SERVICES SCHEDULE

July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

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

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

3. **Service Unit Definitions:**

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

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

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

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

Exhibit C excluded due to containing personal information

Exhibit D Travel Policy

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

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

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

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

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

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

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

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

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

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

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

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

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

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

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

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

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

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

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute First Amendment to Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of this First Amendment is to correct acronym errors and change language in section two of the contract.

Benton County Department of Human Services contracts with Arc of Tri-Cities to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

Fund: Funding for the services described in this First 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 First Amendment to Agreement #21/22-DD-ARC-00
- Approve the First Amendment to 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 BY AMENDING BENTON COUNTY RESOLUTION 2021 860

WHEREAS, this First Amendment is to correct acronym errors and change language in section two of the contract; and

WHEREAS, Benton County Resolution 2021 860 serves to provide employment services to individuals with intellectual/developmental disabilities; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities; and

BE IT RESOLVED, that Benton County Resolution 2021 860 is hereby amended; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to 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 First Amendment commences on February 2, 2022 and shall expire on June 30, 2022.

Dated this . . .. .day of . . .. , 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
First Amendment Agreement #21/22-DD-ARC-00

This First Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Arc of Tri-Cities**, a Washington State Not-For-Profit Corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352. (hereinafter "Contractor").

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

Contractor Contact Information:
Cindy O'Neill, Director
Arc of Tri-Cities
1455 Fowler St.
Richland, WA 99352
Phone: 509.783.1131 / Fax: 509.735.7706
E-Mail:cindyo@arcoftricities.com

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

Agreement Start Date..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2022
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

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

For the Contractor:

Cindy O'Neill Title: Exec Director Date: 3/3/2022

For Benton County:

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

Approved as to Content
Department of Human Services

Approved as to Form
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

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

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

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

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

d. **Audit Requirement:**

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

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

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

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

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

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

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

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

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

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

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

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

(3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

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

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

m. **Insurance:**

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

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

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46

U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

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

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

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

(5) **Other Insurance Provisions**:

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

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

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

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or

prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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

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

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

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

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

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

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

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

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

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

v. **Records Maintenance and Inspection:**

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

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

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

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

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

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

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

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

(3) If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

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

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

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

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

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

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

b. "AWA" means ALTSA Web Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

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

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

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

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

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

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

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

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

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

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *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 the County and the Contractor. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

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

4. **Credentials and Minimum Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) County Program Agreement;

(2) Attached Exhibits.

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

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

a. The Contractor shall:

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

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

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

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

(2) Criteria for Evaluation;

(3) DDA Guiding Values;

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

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

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

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

e. Technical Assistance: DDA 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 betweenDDA and the County to the Contractor. The County shall immediately notify the DDA Region of the County's intent to terminate a Contractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA may not subcontract for Employment or Community Inclusion services.

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

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

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

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

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

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

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

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

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. 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 DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. The 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 DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

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

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

b. 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 DDA as cost incurred by the program for:

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

(a) Training:

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

(2) Consumer Support.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Confidential Information. Contractors must:

a. Ensure the security of Confidential Information, and

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

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

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

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

Exhibit A - Data Security Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   (1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

k. Render the device unusable after a maximum of 1O failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussinq, incineratinq or crosscut shreddinq

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Exhibit C excluded due to containing personal information

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute First Amendment to Agreement #21/22-DD-RTAS-00 with Responding to Autism Services
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The purpose of this First Amendment is to correct acronym errors and change language in section two of the contract.

Benton County contracts with Responding to Autism Services to provide employment services to those in our community who have intellectual/developmental disabilities.

Fiscal Impact

Amount: Fee-for-Service

Fund: Funding for the services described in this First 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 First Amendment to Agreement #21/22-DD-RTAS-00
- Execute the proposed First Amendment to 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 FIRST AMENDMENT TO GRANT AGREEMENT #21/22-DD-RTAS-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES BY AMENDING BENTON COUNTY RESOLUTION 2021 862

WHEREAS, this First Amendment is to correct acronym errors and change language in section two of the contract; and

WHEREAS, Benton County Resolution 2021 862 serves to provide employment services to individuals with intellectual/developmental disabilities; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Agreement #21/22-DD-RTAS-00; and

BE IT RESOLVED, that Benton County Resolution 2021 862 is hereby amended; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to 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 First Amendment commences on February 2, 2022 and shall expire on June 30, 2022.

Dated this . . .day of . . . . . , 2022

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
First Amendment to Agreement #21/22-DD-RTAS-00

This First Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Responding to Autism Services Inc.** a Washington State Not-For-Profit Corporation, with its principal offices at 101 N. Union Street, Kennewick, WA 99336. (hereinafter "Contractor").

Counties Contact Information:

Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:

Christine Lindgren, Director
Responding to Autism Services, Inc.
101 N. Union Street, Ste. 203
Kennewick, WA 99336
Phone: 509.396.9230 / Fax: 509.931.0881
E-Mail: christine@respondingtoautism.net

Is the Contractor a subrecipient for purposes of this Agreement ..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2022
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement

Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

_____ Title: Director Date: 2-1-22

For Benton County:

_____ _____ _____
Benton County Commissioners Date Attest: Clerk of the Board

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

(11) **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

(2) The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP) and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' contract representative or designee. All rulings, orders, instructions and decisions of the Counties' contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

(3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46

U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or

prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper request is made, the Counties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

1. **Definitions Specific to Program Agreement:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:

a. "Acuity Level" means the level of an individual's abilities and needs as determined through the DDA assessment.

b. "AWA" means ALTSA Web Access.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g., "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. "BARS" means Budget and Accounting Reporting System.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in

their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(5) "Group Supported Employment" or "GSE": services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "CRM" means the DDA Case Resource Manager.

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

l. "DDA" means the Developmental Disabilities Administration within DSHS.

m. "DDA Region" means the DDA Regional office.

n. "DVR" means the Division of Vocational Rehabilitation.

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific time frames. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "HCBS" means the Medicaid Home and Community Based Services.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours until student moves to Job Development phase of employment activities.

s. "PASRR" means Preadmission Screening and Resident Review.

t. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *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 the County and the Contractor. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without authorization are not reimbursable under this Program Agreement.

4. **Credentials and Minimum Requirements:**

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

d. Fiscal Responsibility: The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The S will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), Contractor, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the applicationelects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults asdefined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU)must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications.***

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The Contractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The Contractor who are mandated reportersunder RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

k. Contractors who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting,* if:

   (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

   (2) If they have reason to suspect that sexual or physical assault of such a person has occurred,

they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

(1) County Program Agreement;

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The Contractor is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the County to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is achange in the staff holding these management positions [42 CFR 455.104 (c)(1)]. Exhibit C

6. **Statement of Work:** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DDA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) DDA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DDA 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 betweenDDA and the County to the Contractor. The County shall immediately notify the DDA Region of the County's intent to terminate a Contractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program ServiceProviders for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. 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 DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate, and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

n. The 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 DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. 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 DDA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(f) Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA 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.qov/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 physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b)The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

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(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussinq, incineratinq or crosscut shreddinq

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services

EXHIBIT B FEE FOR SERVICES SCHEDULE

July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

   Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

   a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

   b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

   c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Exhibit C excluded due to containing personal information

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Execute Agreement #2022-APPI-2060 with AP Properties and Investments, LLC dba Columbia Cottages, LLC
Presenter:	
Prepared By:	Mari Clark
Reviewed By:	Kyle Sullivan

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A (No contracts yet, seeking direction)

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Through the 2060 Affordable Housing Fund, AP Properties and Investments, LLC (APPI), dba Columbia Cottages, LLC is purchasing property and developing a six-unit tiny home community. APPI was awarded $250,000 to put towards the purchase of the property to create additional affordable housing in Benton County per Benton County Resolution 2021 368. This new contract is re-issuing the remainder $174,029.67 that was not spent from the previous contract issued.

There was a delay in submitting to the agenda while there was a delay in receiving the required insurance documentation.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152-101 State/Affordable Housing Fund, for a Consideration amount of $174,029.67.

Recommendation

- Sign the resolution to accept the proposed Agreement
- Approve the proposed Agreement by signing all the copies where indicated.

Suggested Motion

Approve on Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2022-APPI-2060 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND AP PROPERTIES AND INVESTMENTS, LLC dba COLUMBIA COTTAGES, LLC.

WHEREAS, the purpose of this Agreement is to assist in partially funding the purchase of property to continue develop a six-unit tiny home community in Benton County, increasing the affordable housing inventory; and

WHEREAS, Benton County Resolution 2021 368, executed the Agreement to assist with the purchase of property to develop a six-unit home community, increasing the affordable housing inventory; and

WHEREAS, funding will not exceed $174,029.67, which is the unspent amount from Benton County Resolution 2021 368; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2022-APPI-2060 between Benton County Human Services and AP Properties and Investments, LLC dba Columbia Cottages, LLC; to partially fund the purchase of property to develop the tiny home community. Total funding shall not exceed $174,029.67; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement is January 1, 2022 through December 31, 2022.

Dated this . . . .day of . . . . . , 2022

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2022-APPI-2060

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **AP Properties and Investments, LLC**, dba **Columbia Cottages, Inc.** a for profit housing developer, with its principal offices at PO BOX 6539, Kennewick, WA 99336, (hereinafter "Contractor").

County Contact Representative:
Kyle Sullivan, Manager
Benton County

7102 W. Okanogan Place Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
Email: Kyle.sullivan@co.benton.wa.us

Contractor Contact Representative:
Chantell Arnold
AP Properties and Investments, LLC dba
Columbia Cottages, Inc.
PO BOX 6539
Kennewick, WA 99336
Phone: (509) 396-4315
Email: Ap.rentalproperties@gmail.com

Agreement Start Date.....January 1, 2022
Agreement End Date.....December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration .....Benton County $174,029.67

Exhibit A ..... Budget
Exhibit B.....Restrictive Covenant

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:

Contractor 1-26-22 Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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1. SPECIAL TERMS AND CONDITIONS

1.1 **Purpose:** The purpose of this Agreement is to purchase property in Kennewick and develop a tiny home community with six tiny homes. These six tiny homes will be rented as affordable housing and assist in filling a need for affordable housing, where it can be difficult to rent affordable housing due to lack of inventory.

1.2 **Compensation:** The County shall pay to the Contractor an amount not to exceed the amount shown in the Budget, which is identified on the face of this Agreement and in Exhibit A, for the performance of all things necessary for or incidental to the performance of the obligations of this Agreement.

1.3 **Eligible Use of Funds:** Funding awarded under this Agreement may only be used for eligible activities and expenses in accordance with Exhibit A, not to exceed $174,029.67.

1.4 **Contractor's Obligations**: A restrictive covenant is required on the properties that will state it cannot be sold, refinanced, assigned, transferred, or otherwise disposed of for 15 years past the contract's expiration date. The property will be used for affordable housing for those 15 years per the restrictive covenant. The restrictive covenant will be executed and filed with the County. A copy of the Restrictive Covenant will be sent to Human Services.

1.5 **Period of Performance**: The purchase of the properties, required by this Agreement shall be made and completed by the Contractor between date of execution and December 31, 2022 (hereinafter referred to as the "Project Period").

1.6 **Funding Sources**: Funding sources under this Agreement are as follows: Benton County Affordable Housing Surcharge received pursuant to RCW 36.22.178.

1.7 **Billing Procedures and Payment:** The Contractor shall submit written claims for actual costs incurred on the appropriate forms provided by the County, which must be accompanied with verifiable documentation, by the 10th day of each month. Payments made under this Agreement are intended by both the Contractor and the County to be reimbursement for actual costs incurred by the Contractor to complete the Project described in Exhibit A, up to the amounts budgeted in the exhibit, and constitute the County's only financial obligation hereunder irrespective of whether the total cost to the Contractor for the Project exceeds $174,029.67.The final billing for services against this Agreement shall occur no more than 30 days after the end date of this Agreement.

No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Agreement.

Unless otherwise provided for in this Agreement or any exhibits hereto, the Contractor will not be paid for any billings or invoices presented for costs incurred prior to the date of execution or after December 31, 2022.

The County may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The Contractor is responsible for any audit exceptions or disallowable costs incurred by its own organization or that of its sub-contractors.

1.8 **Recovery of Overpayment:** The Contractor shall not be reimbursed more than the amount of the allowable costs of performance of the Agreement. If the Contractor, County, or any other state agency

determines that the Contractor has received payments under this Agreement in excess of the amount authorized by this Agreement, or otherwise not in conformity with the Agreement and/or if the Contractor bills and is paid fees for costs that County later finds were (a) not incurred; or (b) for work not performed in accordance with applicable standards, the County may recoup those payments, together with interest, as provided in this section.

The Contractor shall pay interest on overpayments at the rate of one percent (1%) per month or portion thereof. Where partial repayment of an overpayment is made, interest accrues on the remaining balance. Interest will not accrue when the overpayment occurred due to County error.

If the overpayment is discovered by the Contractor prior to discovery and notice by the County, the interest shall begin accruing ninety (90) days after the Contractor notifies the County of such overpayment.

If the overpayment is discovered by the County prior to discovery and notice by the Contractor, the interest shall begin accruing as follows, whichever occurs first:

a. Thirty (30) days after the date of notice by the County to the Contractor; or

b. Ninety (90) days after the date of overpayment by the County, whichever is later.

If the Contractor receives a notice of overpayment, which the County shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Contractor.

1.9 **Fiscal Management:** The Contractor shall establish and maintain a system of accounting and internal controls that complies with generally accepted accounting principles and all state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to state and/or local grants, awards, and/or contracts. The Contractor shall ensure that construction and management of the Project is done in the most cost-effective and efficient manner possible.

The Contractor's financial management system at a minimum shall:

- Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency.
- Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but are paid for after the Project Period.
- Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Contractor directly related to the costs identified in the Budget.

1.10 **Access to Children, Disabled Persons, and Vulnerable Adults:** The Contractor shall prohibit staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services herein. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of his or her most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults, unless otherwise granted written permission by the County's authorized representative(s).

1.11 **Relationship of Parties:** The relationship of the Contractor to the County shall be that of independent contractor. No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

The Contractor and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer, or employee of the County, nor will they claim any of the rights, privileges, or benefits which might accrue to County employees.

Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation for services described herein.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon written request to do so from the County's Authorized Representative or designee.

1.12 **Insurance:** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County and its agents, officers, and employees should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor, or agents of the Contractor, while performing under the terms of this Agreement. Prior to request for reimbursement under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for five (5) years. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior notice to the County. Contractor shall maintain at Contractor's sole expense, unless otherwise stipulated, the following insurance coverages, insuring Benton County and its elected and appointed officials, officers, employees, and agents as required herein.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's authorized representative(s). All insurance, other than Professional Liability and Workers' Compensation, shall specifically include the County and its officials, officers, employees, and agents as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, officers, employees, and agents. Any insurance or self–insurance maintained by the County or its elected and appointed officials, officers, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, should be written on an Occurrence policy form. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of this Agreement. If coverage is Claims Made form, the retroactive date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the retroactive date.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

1.11.1 **Commercial General Liability Insurance Policy:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001 or equivalent) to protect the County from claims or actions for damages for bodily injury, including wrongful death, as well as from claims or actions of property damage which may arise from any operations under this

Agreement whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

Specific limits required	$2,000,000 General Aggregate $1,000,000 Products/Completed Operations Aggregate $1,000,000 Personal Injury and Advertising Injury $1,000,000 Each Occurrence

1.11.2 **Workers' Compensation Insurance:** Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work. **With respect to the performance of this Agreement and as to claims or actions against the County and its officials, officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim or actions brought by or on behalf of any employee of the Contractor against the County**. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims or actions against Contractor by County, and does not include or extend to claims or actions by Contractor's employees directly against Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

1.11.3 **Professional Liability Insurance:** Professional Liability Insurance. Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Agreement, and the Contractor shall annually provide the County with proof of renewal.

1.11.4 **Waiver of Subrogation Clause:** The County shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure, or tangible personal property of the other occurring as a result of activity under the Agreement, even if such loss or damage might have been occasioned by the negligence of the County or its officials, officers, agents, or employees, when the loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of this Agreement. Contractor shall cause each insurance policy it obtains to contain this waiver of subrogation clause.

1.13 **Reporting:** The Contractor will be required to send Human Services an annual report stating how many households they have served.

1.14 **Order of Precedence:** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal, state, and local laws, regulations, rules and ordinances;
2. This Agreement, including all documents attached to or incorporated by reference.

2. GENERAL TERMS AND CONDITIONS

2.1 Definitions: As used throughout this Agreement, the following terms shall have the meaning set forth below:

2.1.1 **"Authorized Representative"** shall mean the Director, Executive Director, and/or the designee authorized in writing to act on the Director's behalf and/or Administrator of the Benton County Department of Human Services.

2.1.2 **"Personal Information"** shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

2.1.3 **"Contractor"** shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

2.1.4 "**State**" shall mean the State of Washington.

2.2 **Advance Payments Prohibited:** No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the County.

2.3 **Agreement:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

2.4 **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.

2.5 **Amendments and Modifications:** Except as provided otherwise herein, this Agreement may be amended only in writing by the agreement of all parties hereto and their authorized representatives. The Contractor hereby acknowledges that this Agreement is subject to all federal, state, and local laws, rules, and regulations applicable to this Agreement. Any provision of the Agreement that conflicts with federal, state, or local laws, rules, or regulations is hereby amended to conform to those provisions, as applicable or controlling. Such amendment of the Agreement will be effective on the effective date of the law, rule, or regulation necessitating it and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The Contractor agrees to accept, and execute any and all amendments offered by the County needed to effectuate the federal, state, or local laws, rules, or regulations.

Any proposed change(s) in the Project must be submitted in writing to the County for approval prior to Contractor implementing any such change. Any such change shall be considered a request to modify or amend this Agreement.

2.6 **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35**: The Contractor 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.

2.7 **Approval**: This Agreement shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Agreement may be altered

amended, or waived only by a written amendment executed by both parties' authorized representatives.

2.8 **Assignment, Delegation, and Subcontracting:** The Contractor shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Notwithstanding the foregoing, Contractor may freely assign this Agreement or delegate all or part of its obligations to any affiliate or successor in interest, without the consent of the County. For the avoidance of doubt, County's consent is not required for an assignment of this Agreement in connection with a sale or other disposition of substantially all of the assets of Contractor or subsequent sale by Contractor's successor in interest.

The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

2.9 **Attorney 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's fees and costs.

2.10 **Audit, Monitoring, Access, and Examination:** When requested by the Contractor, the County shall provide technical assistance to the Contractor, to the extent practicable, regarding compliance with the statutory use of the funds paid hereunder throughout the term of this Agreement. The County may monitor Contractor's performance hereunder and compliance with the terms of this Agreement. Monitoring may include a visit to the Property or to the Contractor organization.

The Contractor shall cooperate with the County or its agent in the evaluation of Contractor's performance under this Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with the Public Records Act, Chapter 42.56 RCW.

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Contractor's performance hereunder. The County shall provide reasonable notice of any county monitoring or evaluation, unless the County has reason to believe that monitoring without notice is necessary. The County shall monitor the Contractor programmatically and financially on site within the sole discretion of the County. The Contractor shall make available to the County and/or the state auditor all records, books, or pertinent information that the Contractor shall have kept pertaining to this Agreement and as required by this Agreement, federal law, and/or Washington law. Contractor shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

The Contractor shall respond timely and accurately to requests from the County to provide information necessary to respond to inquiries from other entities having authority to make such requests.

The Contractor agrees to notify the County in advance of any state or other formal inspections, audits, accreditation, or program reviews and provide to the County copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.

2.11 **Confidentiality/Safeguard of Information:** The parties to this Agreement shall use Personal Information (and other information such as demographics, personal health information, and income

verification) gained as a result of this Agreement only for purposes of carrying out this Agreement. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of confidential information. The Contractor shall use confidential information solely for the purposes of this Agreement and shall not use, share, transfer, sell, or disclose any confidential information to any third-party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that confidential information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of confidential information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Agreement whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any confidential information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

The Contractor understands that as public entities, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) it submits to the County, including, but not limited to, descriptions of work, client files, billings, and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, the Contractor will prominently designate the record(s) as such on its face. To the extent that the County receives a Public Records Act request for any written records that have been designated as confidential or proprietary, the County will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

2.12 **Copyright Provisions:** Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the County effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register, and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the County has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the County.

The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the County with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.13 **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.

2.14 **Disputes:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

2.15 **Duplicate Payment:** The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other grant, sub grant, or other source.

2.16 **Ethics/Conflicts of Interest:** In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.17 **Governing Law and Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

2.18 **Headings and Captions:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

2.19 **Indemnification:** The Contractor shall hold harmless, indemnify, and defend the County and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County or its officers, officials, employees, or agents.

In any and all claims against the County and its officers, officials, employees, and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the Contractor or subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 2.19 shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error, or omission, or breach of any common law, statutory, or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.

2.20 **Licensing, Accreditation and Registration:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.21 **Limitation of Authority:** Only the County Commissioners shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.22 **Performance Goals:** The performance goals for the Benton County Affordable Housing and Assistance funds are:

- **a.** to provide direct services to homeless individuals;
- **b.** to provide supportive services to eligible clients;
- **c.** to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
- **d.** to decrease homelessness.

2.23 **Proprietary Rights:** The County hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for its own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with Affordable Housing funds (RCW 36.22.178).

2.24 **Recapture:** In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the County. In the alternative, the County may recapture such funds from payments due under this Agreement.

2.25 **Records Maintenance:** The Contractor shall maintain all books, records, documents, data, and other evidence relating to this Agreement and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six (6) years following the date of final payment.

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.

Project records shall include evidence of benefit to very low-income persons, description of the work, financial records (source and use of funds, authorization to expend funds, obligations,

unobligated balance, assets, liabilities, outlays, and income), property acquisition, fair housing, equal opportunity, property disposition, etc. The public shall be granted reasonable access to all "public records" pursuant to the Public Records Act, Chapter 42.56 RCW.

Contractor shall prepare a report once the agreed upon work has been completed. The report shall include a summary of the work completed and the cost associated with said work.

The Contractor shall additionally report to the County within five (5) business days of a request by the County for the Contractor's policies and procedures for screening and admissions of qualified residents.

2.26 **Right of Inspection:** At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to unannounced site inspections by the County as necessary to review, monitor, and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.27 **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.

2.28 **Survival:** The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

2.29 **Suspension/Reduction of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in the provision of housing to low income persons at the Property.

2.30 **Termination for Cause/Suspension:** In the event the County determines that the Contractor has failed to comply with any term or condition of this Agreement, the County may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, upon written notice the County may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Agreement or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (*i.e.,* competitive bidding, mailing, advertising, and staff time).

The County may terminate the Agreement for default without written notice and without opportunity for correction if the County reasonably believes that the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to this Agreement.

2.31 **Termination for Convenience:** Except as otherwise provided in this Agreement, the County may terminate this Agreement, in whole or in part, for convenience by mailing written notice of termination to the addresses set forth on the face page of this Agreement. Such termination is effective ten (10) business days after the date of mailing. If this Agreement is terminated for convenience, the County shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.32 **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- Stop work under the Agreement on the date, and to the extent specified, in the notice;
- Place no further orders or sub grants for materials, services, or facilities related to the Agreement;
- Assign all of the rights, title, and interest of the Contractor under the orders and sub-grants so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-grants. Any attempt by the Contractor to settle such claims must have the prior written approval of the County's authorized representatives; and
- Preserve and transfer any materials, Agreement deliverables, and/or the County's property in the Contractor's possession as directed by the County.

Upon termination of the Agreement, the County shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

2.33 **Waiver:** No employee of the County or the Contractor has the power, right, or authority to waive any of the terms, conditions, and/or covenants of this Agreement.

The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.

The failure of the County or the Contractor to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of the County or the Contractor to enforce each and every term of the Agreement.

AP Properties and Investments, LLC dba Columbia Cottages, Inc.
Project Title: Lower Lights Tiny Houses Cottage Community
2022-APPI-2060

EXPENSES	
Description:	*Cost:*
Lower Lights Tiny House Cottage Community • Purchase of property • Lot development costs by Pratt Construction • Construction of 6 tiny houses by Pratt Construction	$174,029.67
TOTAL	**$174,029.67**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Approving the Purchase of Two PowerEdge R240 Servers for the Assessor's Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Bill Spencer

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

On February 1, 2022, per Resolution 2022-102 the Board approved a Personal Services Contract between the County and Just Appraised. Within the Statement of Work, Just Appraised failed to request the purchase of two servers to setup their Business Personal Property & Exemptions solution. The cost of these two servers were not added into the overall Just Appraised agreement fees. To move this project forward, the Assessor's Department is requesting that IT purchase two servers. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Servers will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$2,900 excluding WSST.**

Fund: **Assessor – REET funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of two PowerEdge R240 servers in an amount not to exceed $2,900 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO POWEREDGE SERVERS FOR THE ASSESSOR'S DEPARTMENT FROM DELL INC.

WHEREAS, on February 1, 2022, the Board signed Resolution 2022-102 approving the Professional Services Contract between Benton County and Just Appraised; and

WHEREAS, Just Appraised did not request the purchase of two servers within their Statement of Work which is a requirement to start and complete their Business Personal Property & Exemptions solution for the Benton County Assessor's Department; and

WHEREAS, the Assessor's Department is requesting the purchase of two servers to move their Just Appraised project forward; and

WHEREAS, Information Technology recommends purchasing two PowerEdge servers from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of two PowerEdge servers for the Assessor's Department in an amount not to exceed $2,900 excluding Washington State Sales Tax, to be paid for using Assessor REET funds; and

BE IT FURTHER RESOLVED, newly purchased servers will be enrolled into Central Services Replacement Fund (0132101).

Dated this 1 day of March , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Assessor

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000112673755.1**	Sales Rep	Charles Anglin
Total	**$2,810.57**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 18, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 20, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Solution ID	.		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R240	**$1,294.00**	**2**	**$2,588.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$2,588.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,588.00**
Estimated Tax:	**$222.57**
Total:	**$2,810.57**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
PowerEdge R240	**$1,294.00**	**2**	**$2,588.00**

Estimated delivery if purchased today:
Mar. 21, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R240 Server	210-AQQE	-	2	-
PowerEdge R240 MLK Motherboard	329-BEQT	-	2	-
Trusted Platform Module 1.2	461-AAEL	-	2	-
3.5" Chassis with up to 2 Cabled Hard Drives and Software RAID	321-BDUL	-	2	-
PowerEdge R240 Shipping	340-CHHJ	-	2	-
PowerEdge R240 Shipping Material	340-COPD	-	2	-
PowerEdge R240 CCC and BIS Marking, No CE Marking	389-DSUO	-	2	-
Intel Pentium Gold G5420 3.8GHz, 4M cache, 2C/4T, no turbo (58W)	338-BUJK	-	2	-
Heatsink for 80W or less CPU	412-AAPW	-	2	-
3200MT/s UDIMM	370-AGNY	-	2	-
Performance Optimized	370-AAIP	-	2	-
No RAID with Embedded SATA	780-BCDM	-	2	-
No Controller	405-AACD	-	2	-
No Operating System	619-ABVR	-	2	-
No Media Required	605-BBFN	-	2	-
iDrac9, Basic	385-BBLD	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
iDRAC,Factory Generated Password	379-BCRG	-	2	-
PCIe Riser, 1x FH x8 PCIe Gen3 slot, 1x LP x4 PCIe Gen3 slot, R240/R340	330-BBMH	-	2	-
Standard Fan	384-BBWB	-	2	-
On-Board LOM	542-BBBP	-	2	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	2	-
Single, Cabled Power Supply, 250W	450-AHTZ	-	2	-
No Bezel	350-BBBW	-	2	-
Dell EMC Luggage Tag	350-BBSC	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
1U/2U Static Rails for 2-Post and 4-Post Racks	770-BBHI	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	2	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Plus On Site Service	822-7933	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 5 Years	822-7939	-	2	-
ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 Years	822-7952	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
16GB UDIMM, 3200MT/s, ECC	370-AGQU	-	2	-
1TB 7.2K RPM SATA Entry 3.5in Cabled Hard Drive	400-BCEJ	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	**$2,588.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$222.57**
Total:	**$2,810.57**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 Micros or comparable model pc for Superior Court Administration from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Superior Court Administration has requested to purchase one laptop for their department. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$2,080.57 excluding WSST.**

Fund: **Approved 2021-2022 Superior Court Administration budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop in an amount not to exceed $2,080.57 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP FOR SUPERIOR COURT ADMINISTRATION FROM DELL INC.

WHEREAS, the Superior Court Administration has made a request to purchase one laptop for their department; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision or comparable model laptop for Superior Court Administration in an amount not to exceed $2,080.57 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Superior Court Administration funds; and

BE IT FURTHER RESOLVED, newly purchased laptop will be enrolled into Central Services Replacement Fund (0132101).

Dated this 1 day of March , 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Superior Court Administration

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000112228103.1**	Sales Rep	Charles Anglin
Total	**$2,259.52**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 17, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 19, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Solution ID	.		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3561	**$2,080.57**	**1**	**$2,080.57**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$2,080.57**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,080.57**
Estimated Tax:	**$178.95**
Total:	**$2,259.52**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3561	**$2,080.57**	**1**	**$2,080.57**

Estimated delivery if purchased today:
Mar. 07, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 CTO	210-AYUO	-	1	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	1	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	1	-
15.6"FHD, 16x9, 1920x1080,250 nit,WVA,45% NTSC,60Hz, Non-Touch, IR Camera and Mic, WLAN&WWAN capable	391-BFXL	-	1	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	1	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BIIB	-	1	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BCHQ	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, NFC + Smart Card + Finger Print Reader	346-BHIT	-	1	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6 Cell 97Whr Battery	451-BCUP	-	1	-
Cable for 6 cell battery	470-AETC	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
No Out-of-Band Systems Management - vPro Disabled	631-ACWD	-	1	-
Resource Media not Included	430-XYGV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
E5 Power Cord 1M US	450-AAEJ	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
No Mouse	570-AADK	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	1	-
US Order	332-1286	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

No UPC Label	389-BCGW	-	1	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWLH	-	1	-
Custom Configuration	817-BBBB	-	1	-
11/12th Gen Intel Core i7 non-vPro label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Bottom cover	354-BBDY	-	1	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No HD/SSD Filler	750-ABLD	-	1	-
No RAID	780-BBFE	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
BTO Standard Shipment (VS)	800-BBGU	-	1	-

Subtotal:	**$2,080.57**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$178.95**
Total:	**$2,259.52**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Approving the purchase of One Cisco WebEx Mini from Golden Gate Networks
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Juvenile Justice Department has made a request to purchase one audio and video conferencing device for their department. Cisco WebEx conferencing equipment is used throughout the County and is the audio and video standard. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Fiscal Impact

Amount: **$1,540 excluding WSST.**

Fund: **Approved 2021-2022 Juvenile Justice Department budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Cisco WebEx Room Kit Mini in an amount not to exceed $1,540 excluding WSST from Golden Gate Networks. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE CISCO WEBEX ROOM KIT MINI FOR JUVENILE JUSTICE DEPARTMENT FROM GOLDEN GATE NETWORKS

WHEREAS, the Juvenile Justice Department has made a request to purchase one audio video conferencing device for their department; and

WHEREAS, Cisco WebEx is the County's preferred audio and video conferencing solution; and

WHEREAS, Information Technology recommends purchasing one Cisco WebEx Room Kit Mini from Golden Gate Networks.; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Cisco WebEx Room Kit Mini for the Juvenile Justice Department in an amount not to exceed $1,540 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Juvenile Justice Department funds; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (0132101).

Dated this 1 day of March , 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Juvenile Justice

Prepared by: R. Heard

Golden Gate Networks

3014 NW Julia St
Camas, Wa, 98607

530-575-0786

bram@goldengatenetworksinc.com

Quote

Benton County Information Technology
7122 W. Okanogan Plaza
Kennewick, WA 99336

Alex.garcia@co.benton.wa.us

272022
2/7/2022

Item #	Description	Qty	Unit Price	Discount	Price
CS-KIT-MINI-K9	Webex Room Kit Mini w/ touch 10 controller & hardware	1	$ 1,500.00		$ 1,500.00
Shipping	UPS Shipping Cost	1	$ 40.00		$ 40.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Invoice Subtotal	$ 1,540.00
Tax Rate	8.40%
Sales Tax	$ 132.44
TOTAL	$ 1,672.44

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Approving the purchase of One Mobile Precision 7760 laptop or comparable model laptop for the Sheriff's Detective Division from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Sheriff's Department has requested to purchase one laptop for their Detective Division. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Laptop will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$6,209 excluding WSST.**

Fund: **Approved 2021-2022 Sheriff budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision 7760 laptop in an amount not to exceed $6,209 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION 7760 OR COMPARABLE MODEL LAPTOP FOR THE SHERIFF'S DETECTIVE DIVISION FROM DELL INC.

WHEREAS, the Sheriff's Department has made a request to purchase one laptop for their Detective Division; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision 7760 or comparable model laptop from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision 7760 or comparable model laptop for the Sheriff's Department, Detective Division in an amount not to exceed $6,209 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Sheriff Department funds; and

BE IT FURTHER RESOLVED, newly purchased laptop will be enrolled into Central Services Replacement Fund (0132101).

Dated this 1 day of March , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Sheriff

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000111899062.1**	Sales Rep	Charles Anglin
Total	**$6,208.10**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 14, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 16, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Solution ID	.		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 7760	**$5,716.48**	**1**	**$5,716.48**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$5,716.48**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$5,716.48**
Estimated Tax:	**$491.62**
Total:	**$6,208.10**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 7760 Estimated delivery if purchased today: Mar. 22, 2022 Contract # C000000010849 Customer Agreement # NASPO MNWNC-108/05815-003	**$5,716.48**	**1**	**$5,716.48**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 7760 CTO	210-AYYC	-	1	-
11th Gen Intel Core Processor i9-11950H (8 Core, 24MB Cache, 2.60GHz to 5.00GHz, 45W, vPro)	379-BELQ	-	1	-
Windows 11 Pro, English, French, Spanish	619-AQCE	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
11th Gen Intel Core i9-11950H, 24MB Cache, 8 Cores, 2.60GHz to 5.00GHz, 45W, vPro	329-BFPI	-	1	-
Thermal For Graphics	490-BGQS	-	1	-
NVIDIA RTX A5000 w/16 GB GDDR6	490-BGRC	-	1	-
vPro Enabled	631-ACYR	-	1	-
17.3" IPS FHD, 1920x1080, 60Hz, Anti-Glare, Non-Touch, 100% DCIP3, 500 Nits, IR Cam/Mic, WLAN	391-BGBJ	-	1	-
64 GB, 2 x 32 GB, DDR4, 3200MHz, Non-ECC, SODIMM	370-AFXT	-	1	-
M.2 2280 4 TB, Gen 4 PCIe x4 NVMe, SSD	400-BLRX	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No RAID	780-BBFE	-	1	-
Internal Single Pointing Backlit Keyboard, US English with 10 Key Numeric Keypad	583-BGIN	-	1	-
Keyboard Lattice for 99 key and 100 key keyboard	583-BIEY	-	1	-
Palmrest Smart Card Only	346-BHIN	-	1	-
Bottom Cover w/Smart Card slot Only	354-BBED	-	1	-
Intel Wi-Fi 6E AX210 Wireless Card with Bluetooth 5.2	555-BGJL	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6 Cell 95Whr ExpressCharge Capable Battery	451-BCQE	-	1	-
240W E5 Power Adapter (EPEAT)	492-BCXD	-	1	-
Not ENERGY STAR Qualified	387-BBDO	-	1	-
Not EPEAT Registered	389-DVNR	-	1	-
Resource Media not Included	430-XYGV	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

OS-Windows Media Not Included	620-AALW	-	1	-
Quick Setup Guide for Mobile Precision 7760	340-CWIE	-	1	-
Custom Configuration	817-BBBB	-	1	-
E5 C13 Power Cord 1M for North America	450-AHDL	-	1	-
11th Gen Intel Core i9 vPro label	340-CVCS	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Intel Wi-Fi 6E AX210, (6GHz), 2x2 with BT5.2	555-BGUF	-	1	-
No UPC Label	389-BCGW	-	1	-
No Security Software	650-AAJS	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Mix Model Packaging	340-CWIG	-	1	-
No Mouse	570-AADK	-	1	-
Regulatory Label included	389-BEYY	-	1	-
FCC Label	389-DQBW	-	1	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	1	-
ProSupport: Next Business Day Onsite, 4 Years	823-3823	-	1	-
ProSupport: 7x24 Technical Support, 4 Years	823-3833	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
BTO Standard Shipment (EL)	800-BBGH	-	1	-

Subtotal:	**$5,716.48**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$491.62**
Total:	**$6,208.10**

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Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 laptop or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors for the Risk Management Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

On February 15, 2022, the Board approved Risk Management's request for a new position, Safety and Security Program Coordinator. With the new position, Risk Management has requested that IT purchase a new laptop, dock, and monitor setup. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,200 excluding WSST.**

Fund: **Approved 2021-2022 Risk Management budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision 3561 laptop or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors in an amount not to exceed $3,200 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION 3561 OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 24-INCH MONITORS FOR THE RISK MANAGEMENT DEPARTMENT FROM DELL INC.

WHEREAS, on February 15, 2022, the Board approved a new position, Safety and Security Program Coordinator for the Risk Management Department; and

WHEREAS, the Risk Management Department has made a request to purchase one laptop, one dock, and two monitors for their new position; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision 3561 or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors, and from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision 3561 or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors for the Risk Management Department in an amount not to exceed $3,200 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Risk Management Department funds; and

BE IT FURTHER RESOLVED, newly purchased laptop, docking station, and monitors will be enrolled into Central Services Replacement Fund (0132101).

Dated this 1 day of March , 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Risk Management

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000112674200.1**	Sales Rep	Charles Anglin
Total	**$3,148.30**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 18, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 20, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Solution ID	.		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3561	**$2,080.57**	**1**	**$2,080.57**
Dell Thunderbolt Dock- WD19TBS	**$300.34**	**1**	**$300.34**
Dell 24 Monitor - P2422H, 60.5cm (23.8")	**$259.03**	**2**	**$518.06**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$2,898.97**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,898.97**
Estimated Tax:	**$249.33**
Total:	**$3,148.30**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3561	**$2,080.57**	**1**	**$2,080.57**

Estimated delivery if purchased today:
Mar. 08, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 CTO	210-AYUO	-	1	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	1	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	1	-
15.6"FHD, 16x9, 1920x1080,250 nit,WVA,45% NTSC,60Hz, Non-Touch, IR Camera and Mic, WLAN&WWAN capable	391-BFXL	-	1	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	1	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BIIB	-	1	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BCHQ	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, NFC + Smart Card + Finger Print Reader	346-BHIT	-	1	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6 Cell 97Whr Battery	451-BCUP	-	1	-
Cable for 6 cell battery	470-AETC	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
No Out-of-Band Systems Management - vPro Disabled	631-ACWD	-	1	-
Resource Media not Included	430-XYGV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
E5 Power Cord 1M US	450-AAEJ	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
No Mouse	570-AADK	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	1	-
US Order	332-1286	-	1	-

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No UPC Label	389-BCGW	-	1	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWLH	-	1	-
Custom Configuration	817-BBBB	-	1	-
11/12th Gen Intel Core i7 non-vPro label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Bottom cover	354-BBDY	-	1	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No HD/SSD Filler	750-ABLD	-	1	-
No RAID	780-BBFE	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
BTO Standard Shipment (VS)	800-BBGU	-	1	-

		Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$300.34**	**1**	**$300.34**

Estimated delivery if purchased today:
Apr. 21, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

		Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	**$259.03**	**2**	**$518.06**

Estimated delivery if purchased today:
Apr. 08, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

Subtotal:	**$2,898.97**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$249.33**
Total:	**$3,148.30**

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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Approving the purchase of two OptiPlex 5080 Micros or comparable model pcs, four 24-inch monitors, and two Mobile Precision 3561 or comparable model laptops for the Human Services Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Human Services has requested to purchase two pcs, four monitors, and two laptops for their department. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

PC and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$7,600 excluding WSST.**

Fund: **Approved Human Services 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of two Dell OptiPlex 5080 Micros or comparable model pcs, four Dell 24-inch monitors, and two Dell Mobile Precision or comparable model laptops in an amount not to exceed $7,600 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO DELL OPTIPLEX 5080 MICRO OR COMPARABLE MODEL PCS, FOUR DELL 24-INCH MONITORS, AND TWO DELL MOBILE PRECISION 3561 OR COMPARABLE MODEL LAPTOPS FOR THE HUMAN SERVICES DEPARTMENT FROM DELL INC.

WHEREAS, the Human Services Department has made a request to purchase two new pcs, four monitors, and two laptops for their department; and

WHEREAS, Information Technology recommends purchasing two Dell OptiPlex 5080 or comparable model pcs, four Dell 24-inch monitors, and two Dell Mobile Precision 3561 or comparable model laptops from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of two Dell OptiPlex 5080 or comparable model pcs, four Dell 24-inch monitors, and two Dell Mobile Precision 3561 or comparable model laptops for the Human Services Department in an amount not to exceed $7,600 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Human Services Department funds; and

BE IT FURTHER RESOLVED, newly purchased laptops, pcs, and monitors will be enrolled into Central Services Replacement Fund (0132101).

Dated this 1 day of March , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Human Services

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000112782348.1**	Sales Rep	Charles Anglin
Total	**$7,526.22**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 21, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 23, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Solution ID	.		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3561	**$1,946.69**	**2**	**$3,893.38**
Dell 24 Monitor - P2422H, 60.5cm (23.8")	**$259.03**	**4**	**$1,036.12**
OptiPlex 5090 Micro	**$1,000.37**	**2**	**$2,000.74**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$6,930.24**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$6,930.24**
Estimated Tax:	**$595.98**
Total:	**$7,526.22**

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Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3561	**$1,946.69**	**2**	**$3,893.38**

Estimated delivery if purchased today:
Mar. 10, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 CTO	210-AYUO	-	2	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	2	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	2	-
15.6"FHD, 16x9, 1920x1080,250 nit,WVA,45% NTSC,60Hz, Non-Touch, IR Camera and Mic, WLAN&WWAN capable	391-BFXL	-	2	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	2	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BIIB	-	2	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BCHQ	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-
Single Pointing, NFC + Smart Card + Finger Print Reader	346-BHIT	-	2	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
6 Cell 97Whr Battery	451-BCUP	-	2	-
Cable for 6 cell battery	470-AETC	-	2	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ACWD	-	2	-
Resource Media not Included	430-XYGV	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
No AutoPilot	340-CKSZ	-	2	-
E5 Power Cord 1M US	450-AAEJ	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
No Mouse	570-AADK	-	2	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	2	-
US Order	332-1286	-	2	-

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No UPC Label	389-BCGW	-	2	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWLH	-	2	-
Custom Configuration	817-BBBB	-	2	-
11/12th Gen Intel Core i7 non-vPro label	340-CUEQ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Optimizer for Precision	640-BBSC	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Bottom cover	354-BBDY	-	2	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
No HD/SSD Filler	750-ABLD	-	2	-
No RAID	780-BBFE	-	2	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-1079	-	2	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	2	-
BTO Standard Shipment (VS)	800-BBGU	-	2	-
			Quantity	**Subtotal**
Dell 24 Monitor - P2422H, 60.5cm (23.8")		**$259.03**	**4**	**$1,036.12**

Estimated delivery if purchased today:
Apr. 11, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-
			Quantity	**Subtotal**
OptiPlex 5090 Micro		**$1,000.37**	**2**	**$2,000.74**

Estimated delivery if purchased today:
Mar. 01, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5090 Micro BTX	210-AYRV	-	2	-
Intel Core i7-11700T (8 Cores/16MB/16T/1.4GHz to 4.6GHz/35W); supports Windows 10/Linux	338-BZMH	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
16GB (1x16GB) DDR4 non ECC memory	370-AFWB	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BLOQ	-	2	-
Thermal Pad	412-AALV	-	2	-

M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
OptiPlex 5090 Micro with 90W up to 87% efficient adaptor	329-BFHR	-	2	-
130 Watt AC Adapter	450-AHYZ	-	2	-
US Power Cord	450-AAZN	-	2	-
Internal Wireless Antennas	555-BFPV	-	2	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	2	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell KB216 Wired Keyboard English	580-ADJC	-	2	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	2	-
No Cable Cover	325-BCZQ	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BEKK	-	2	-
Quick Setup Guide 5090 MFF	340-CVFS	-	2	-
US Order	332-1286	-	2	-
Print on Demand Label	389-BDQH	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	2	-
Multi-Pack Ship, 4 Systems, Tower	389-BBUU	-	2	-
Regulatory Label for OptiPlex 5090 MFF 130W	389-DZDG	-	2	-
11/12th Gen Intel Core i7 non-vPro label	340-CUEQ	-	2	-
Desktop BTS/BTP Shipment	800-BBIP	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Fixed Hardware Configuration	998-ETSC	-	2	-
Speaker for OptiPlex MFF	520-AARC	-	2	-
Intel Standard Manageability	631-ACYB	-	2	-
No Option Included	340-ACQQ	-	2	-

No AutoPilot	340-CKSZ	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	804-9046	-	2	-

Subtotal:	**$6,930.24**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$595.98**
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Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Executing an Intergovernmental Cooperation Agreement with the City of Richland for Digital Orthophotography for 2022
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	R. Heard

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

In order to keep up with growth and changes to its land base, infrastructure, and associated public services, it is essential that Benton County continually maintains a current GIS base and periodically updates its digital orthophotography. Since the urban digital orthophotography has not been updated since 2020, the Benton County IT Department will be contracting again with the company that provided the 2020 urban color digital orthophotography for a new project which will provide updated high-resolution color digital orthophotography for urban areas within the cities of Kennewick, Richland, West Richland, and Pasco. By combining resources in a joint project such as this, participants will be able to acquire high quality color digital orthophotography at a substantially reduced rate from that which would be incurred if participants were to contract separately.

The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies. An Intergovernmental Cooperation Agreement for digital orthophotography for 2022 has been prepared, approved as to form by a Civil Deputy Prosecuting Attorney and signed by the City of Richland. Per the terms of this Intergovernmental Cooperation Agreement, the City of Richland shall reimburse Benton County for the cost of the 4-inch or better pixel resolution color digital orthophotography within the Richland Project Area.

Fiscal Impact

$18,638.00 plus tax of the project's expenses will be reimbursed by the City of Richland.

Recommendation

The IT Manager recommends the Board approve the proposed Intergovernmental Cooperation Agreement for digital orthophotography for 2022 with the City of Richland.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF RICHLAND FOR HIGH RESOLUTION COLOR DIGITAL ORTHOPHOTOGRAPHY FOR 2022 FOR THE AREA WITHIN THE RICHLAND PROJECT AREA

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies; and

WHEREAS, in order to keep up with growth and the associated public services, Benton County continually updates its GIS base and periodically updates its digital orthophotography base; and

WHEREAS, in association with Benton County, the City of Richland will be updating its urban digital orthophotography base in 2022; and

WHEREAS, both Benton County and the City of Richland have the capability to independently acquire 2022 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, the City of Richland has requested Benton County administer a contract for 4-inch or better pixel resolution orthophotography within the Richland Project Area; and

WHEREAS, the City of Richland has agreed to pay Benton County the amount of the cost of the delivery of the 4-inch or better pixel resolution orthophotography within the Richland Project Area; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees to approve this Intergovernmental Cooperation Agreement with the City of Richland in the amount of Eighteen Thousand Six Hundred and Thirty-Eight Dollars and Zero Cents ($18,638.00) plus B & O tax; and

BE IT FURTHER RESOLVED the term of the attached contract commences upon execution by both parties and shall expire on December 31, 2022.

Dated this 1st day of March 2022.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest._____
Clerk of the Board

Original: Purchasing Dept. S. Christen
c: Procurement

DocuSign Envelope ID: DA173599-000C-41D1-BC4C-079B320F5830

INTERGOVERNMENTAL COOPERATION AGREEMENT

Re: Aerial Photography

THIS AGREEMENT is between Benton County ("COUNTY"), a political subdivision of the State of Washington, and the City of Richland ("RICHLAND"), a Washington municipal corporation.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the purpose of this Agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of portions of Benton and Franklin Counties, including the areas lying within the City of Richland; and

WHEREAS, this project will benefit both, because the COUNTY has a need to update its urban ortho-imagery of the County in 2022, and RICHLAND has a need to update its ortho-imagery of those areas lying within the limits of the RICHLAND Urban Growth Boundary; and

WHEREAS, both parties have the capability to independently acquire and/or produce 2022 ortho-imagery, but if each acted independently, the results would involve redundancies and increased costs; and

WHEREAS, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

WHEREAS, RICHLAND has requested that the COUNTY provide and deliver ortho-imagery of the RICHLAND Project Area, as described in the attached **Exhibit B**, with 4-inch or better pixel resolution; and

WHEREAS, the COUNTY has entered into a personal services contract with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton and Franklin Counties; and

WHEREAS, the COUNTY has included, as part of the contract with GEOPHEX, LTD., all provisions necessary to deliver ortho-imagery of RICHLAND and the areas lying within several local urban growth areas to RICHLAND at the requested 4-inch or better pixel resolution, and the delivery of the Benton County 1 foot or better pixel resolution; and

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WHEREAS, RICHLAND has agreed to pay to the COUNTY the cost to deliver ortho-imagery of the RICHLAND Project Area with 4-inch or better pixel resolution.

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall provide all data and resources necessary for GEOPHEX, LTD., to complete the work as outlined in the personal services contract it entered into with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton and Franklin Counties.

2. The COUNTY shall provide all preliminary data received from GEOPHEX, LTD., for the RICHLAND Project Area, as described in the attached **Exhibit B**, to RICHLAND for their review and comment.

3. The COUNTY shall relay RICHLAND's concerns regarding accuracies and visual issues such as seams or structures with edge or displacement effects to GEOPHEX, LTD. and assure that such concerns are addressed in the final product produced by the COUNTY'S contract with GEOPHEX, LTD.

4. The COUNTY shall deliver to RICHLAND a copy of all project deliverables across the entire extent of the Project Area as described in attached **Exhibit A**, including both project documentation and project data, as described in the personal services contract to be entered with GEOPHEX, LTD.

5. RICHLAND shall reimburse the COUNTY for the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution across the RICHLAND Project Area as described in **Exhibit B**. The amount to be reimbursed by RICHLAND to the COUNTY shall be **Eighteen Thousand Six Hundred and Thirty-Eight Dollars and Zero Cents ($18,638.00)** plus B&O tax.

6. The COUNTY shall submit an invoice to RICHLAND for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data, which shall be payable by RICHLAND within thirty (30) calendar days of receipt.

7. This Agreement does not involve the creation of a separate legal or administrative entity. Except as otherwise provided herein, there will be no real or personal property acquired, held, or disposed of relating to this Agreement, unless agreed upon in writing by the Parties. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property, except as may otherwise be provided herein.

8. The duration of this Agreement will be from the date last signed until December 31, 2022.

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9. The administrator of this Agreement will be the Benton County Information Technology Manager.

10. Upon execution of this Agreement, each party will provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and those documents will be attached hereto and incorporated herein as **Exhibit C** (COUNTY) and **Exhibit D** (RICHLAND).

11. A copy of this Agreement will be filed with the Benton County Auditor's Office or posted on the COUNTY's or RICHLAND's website as provided in RCW 39.34.040.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Shon Small, Chairman

Will McKay, Chair Pro-Tem

Jerome Delvin, Member

Date

Attest:

Cami McKenzie, Clerk to the Board

Approved as to Form:

DocuSigned by:
Eric Andrews
B4F7673BB8A1486...
Eric Andrews, Deputy Prosecuting Attorney

CITY OF RICHLAND
RICHLAND, WASHINGTON

February 7, 2022
Jon Amundson, ICMA-CM Date
City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

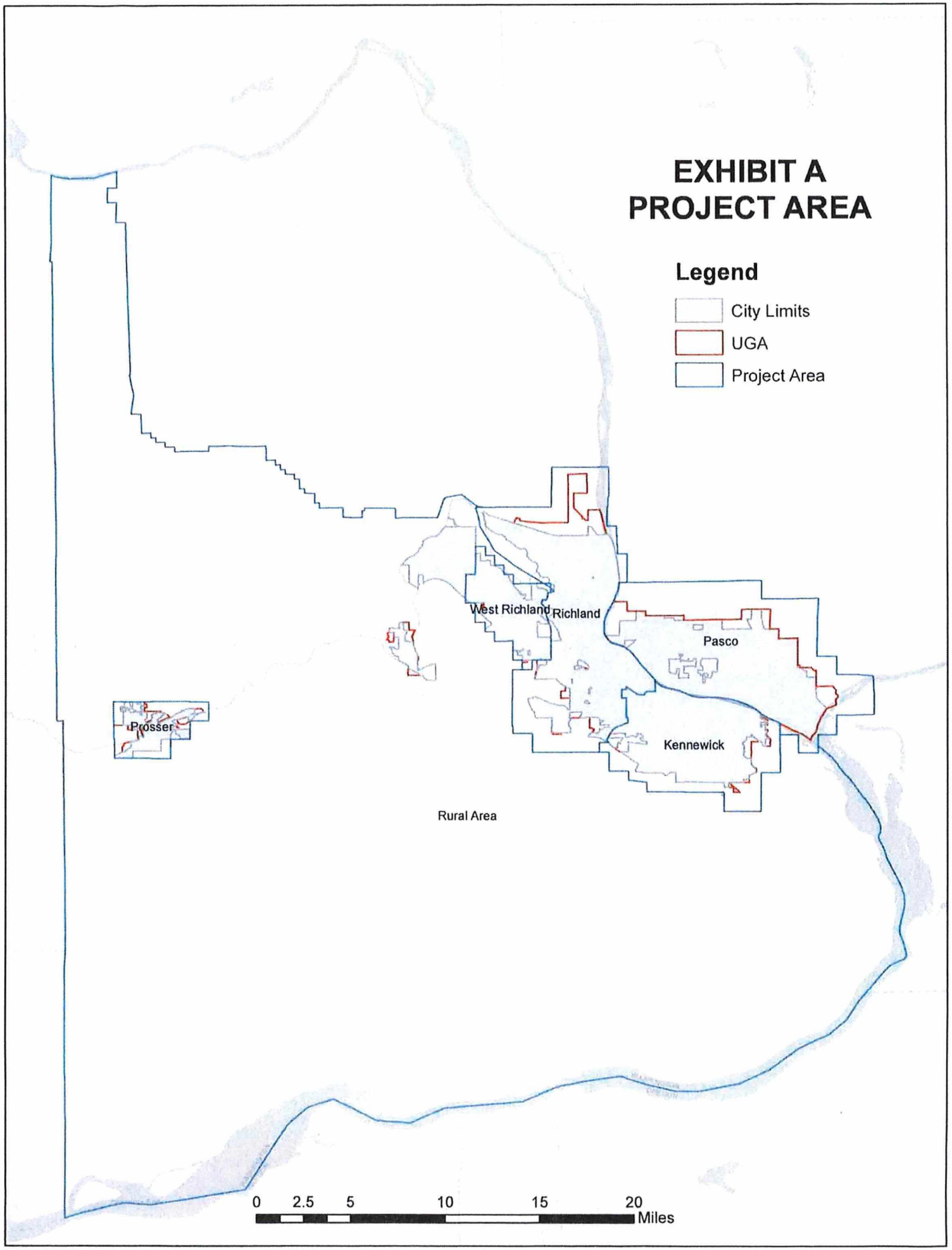
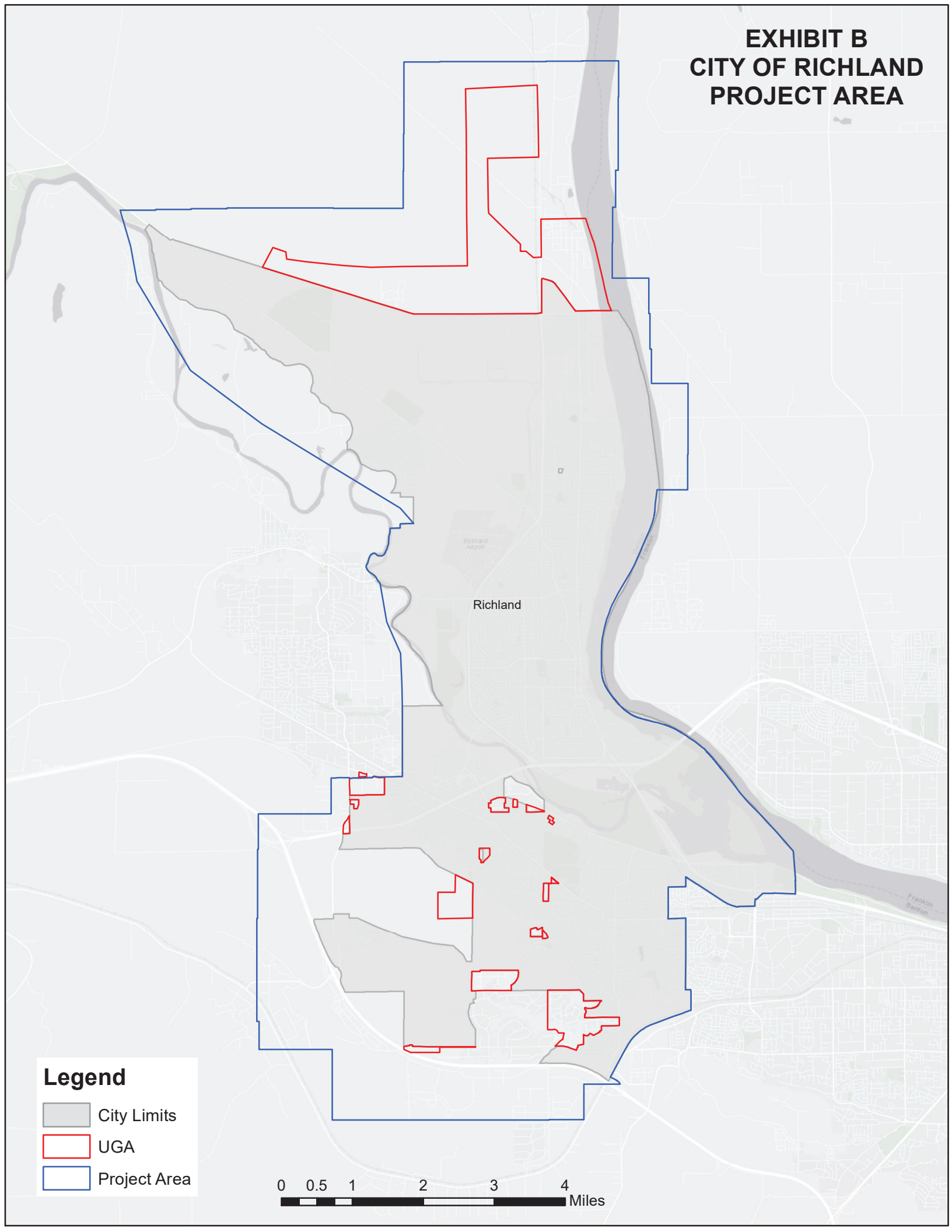


EXHIBIT A
PROJECT AREA
Legend
City Limits
UGA
Project Area
West Richland
Richland
Pasco
Kennewick
Prosser
Rural Area
0
2.5
5
10
15
20
Miles

EXHIBIT B
CITY OF RICHLAND
PROJECT AREA



Geophex
Surveys

Benton County WA

2022 Orthophoto Update – Revised Quote

Submitted to:

Benton County GIS Department
620 Market Street
Prosser WA 99350

Anthony Von Moos, GIS Supervisor
Benton County Information Technology

Email: Anthony.VonMoos@co.benton.wa.us

Submitted by:

Geophex, Ltd.
605 Mercury Street
Raleigh, North Carolina 27603

Andrew Dawson
President

Email: adawson@geophexsurveys.com
Ph: (919) 578-8857 (ext. 101)
Fax: (919) 578-8849

Geophex
Surveys

November 18, 2021 Quote# 20210004

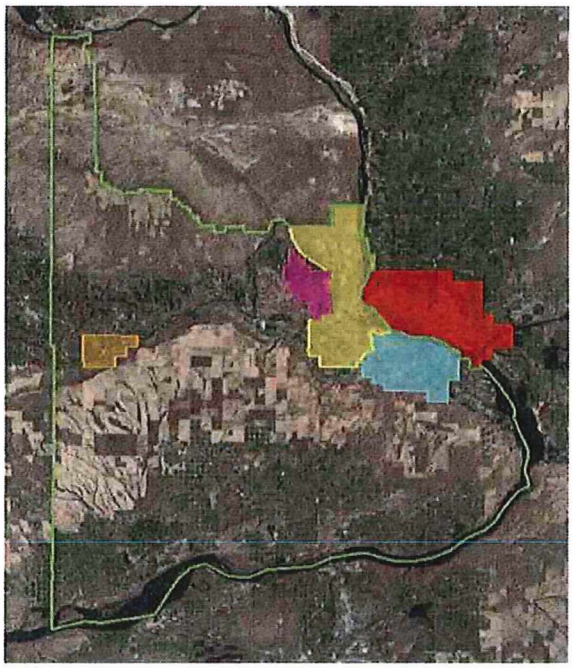
Subject: 2022 Orthophoto Update – Revised Quote

To Anthony Von Moos,

Geophex Surveys would like to offer Benton County our professional orthophoto and photogrammetry services for the County's 2022 Orthophoto Update project. These services will include 4-inch orthophotography for the urban areas of the City of Pasco, Prosser, Richland, West Richland and Kennewick, and 1-foot resolution orthophotography for the entire Benton County area.

Project Areas

The Benton Country project areas are defined by the following diagram.



Benton Project Areas	
Kennewick (4-inch)	42.61 mi²
Pasco (4-inch)	72.71 mi²
Prosser (4-inch)	11.91 mi²
Richland (4-inch)	73.60 mi²
West Richland (4-inch)	16.35 mi²
Total Urban Area:	**217.18 mi²**
Rural Area (1-foot)	1,333 mi²

Acquisition

The Benton County imagery will be captured by a Vexcel UltraCam Eagle M3 large format digital aerial camera. The 4-inch photography will be flown with industry standard 60% forward and 30% side overlap and the 1-foot photography will be flown with 80% forward and 30% side overlap. The 1-foot resolution imagery is to be flown with higher forward overlap as autocorrelation methodology will be utilized to generate the DEM for the orthophotography.

The aerial photography will be flown in early spring (late February to mid-March) weather permitting during leaf-off conditions with the 4-inch resolution urban areas being flown as a priority.

Ground Control

The 2022 orthophoto update project will use existing ground control from previous projects wherever possible, with airborne GPS and IMU data being utilized as a secondary control source for the aerial photography. Any additional ground control required to meet the project accuracies will be provided by Benton County in consultation with Geophex Surveys.

DEM

Geophex Surveys will utilize and update the existing DEM for the 4-inch project areas, using the same methodology and processes that we have done for the 2014, 2016, 2018 and 2020 Benton County projects. The 1-foot resolution imagery will be rectified using an autocorrelated DEM generated from the high forward overlap aerial photography. The autocorrelation methodology will provide a DEM that will be generated faster and at a cost savings as compared to a traditionally collected DEM, while still providing high accuracy data that will meet the project specifications for the 1-foot rectifications.

Please note that the auto-correlated 1-foot DEM is an internally generated software product used for the orthorectifications, and is unavailable for delivery and unusable for other applications.

Processing

All aerial photography will undergo full aerial triangulation processing and will be rectified with current DEMs to generate high accuracy orthophotography. All imagery will be also be radiometrically balanced and seamlessly mosaiced to provide orthophotography that is even in tone and consistency. Prior to delivery, all data will undergo a thorough quality control procedure.

Accuracy

The 2020 Benton County orthophoto update project will meet the required project accuracies of ±1ft RMSE for the 4-inch resolution and ±3ft RMSE for the 1-foot resolution.

Deliverables

All project areas shall include:

- 4-band color (R,G,B,NiR) orthophoto imagery in 4-inch and 1-ft resolution as required
- Digital orthophoto tiles delivered in uncompressed, rectified GeoTIFF format
- Compressed tiles in ECW, JPG2000 and MrSID formats
- Updated DEM for the 4-inch orthophotography
- An ESRI shapefile containing all seamlines used for the orthophoto tiles
- Final digital data (orthophotography, 4-inch DEM) shall be delivered on a USB 3 with USB 2 compatible external hard drive

Schedule

- The aerial photography will be flown in early spring (late February to mid-March) weather permitting during leaf-off conditions with the 4-inch resolution urban areas being flown as a priority.
- Final deliverables will be completed approximately 16 weeks following confirmation of successful acquisition of the aerial imagery.

Ownership

- Benton County and its partner cities will retain 100% ownership of the delivered data with no restriction on use.

Project Experience

Geophex Surveys has extensive experience successfully providing orthophoto data to Benton County, with our 2014, 2016, 2018 and 2020 projects meeting all project and accuracy specifications. Providing geospatial data over multiple years allows for familiarity with specific project requirements resulting in a more efficient workflow, and accumulation of valuable data including ground control. Geophex Surveys would look forward to working with Benton County again for their 2022 orthophoto update program.

Pricing

4-Inch Urban Orthophoto	Area (mi²)	% area	Total cost
Pasco	72.71	33.5	$ 18,412.00
Kennewick	42.61	19.6	$ 10,790.00
Richland	73.60	33.9	$ 18,638.00
W Richland	16.35	7.5	$ 4,140.00
Prosser	11.91	5.5	$ 3,016.00
Total Benton Franklin Cities	**217.18**	**100%**	**$ 54,996.00**

12-Inch County Orthophoto	Area (mi²)	% area	Total cost
County Orthophoto	1333.00	100%	**$ 57,483.00**
Total cost			**$ 112,479.00**

- Applicable taxes not included.
- Invoicing will be monthly based on work complete
- This price is valid for 90 days

Sincerely,

Andrew Dawson
Email: adawson@geophexsurveys.com
Ph: (919) 578-8857 (ext. 101)
Fax: (919) 578-8849

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RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH BENTON COUNTY FOR AERIAL PHOTOGRAPHY.

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW provides for interlocal cooperation between governmental agencies; and

WHEREAS, in 2010, as part of the Information Technology Strategic Plan, the City launched an effort to standardize its existing Graphical Information Systems (GIS) onto a common enterprise-wide GIS platform, and to keep GIS content current by updating aerial photography on a regular basis; and

WHEREAS, in 2012, 2014, 2018, and 2019, the City partnered with Benton County to obtain updated aerial photography for the City's GIS system; and

WHEREAS, the City will partner with Benton County and multiple government agencies in 2022 for orthophotography services in support of this ongoing effort, with Benton County taking the lead in contracting with a vendor; and

WHEREAS, Geophex, Ltd. was selected by Benton County to perform the work; and

WHEREAS, Benton County will administer the contact with Geophex, Ltd. and seek reimbursement from the City of Richland for its portion of the project cost; and

WHEREAS, the funds for the City's portion of this project are included in the 2022 Information Technology Divisional budget.

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 interlocal agreement with Benton County for aerial photography.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of February, 2022.

Michael Alvarez, Mayor

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 0115101 DEPARTMENT NUMBER 172

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Crystal Garcia

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Juvenile-Facilities Dept Nbr: 172

Fund Name: Juvenile Center Fund Nbr: 0115101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.800	4801	Repair/Maintenance Office	$15,942	594.270	6401	Capital Outlay	$15,942
TOTAL			$15,942	TOTAL			$15,942

Explanation:

This LIT is necessary to transfer funds to the Capital Outlay line item to cover the cost of a Bi-Directional Amplifier and Distributed antenna system (Res 2021-723) installed in detention due to inadequate radio coverage (dead zones). This cost was initially coded to services and has now been coded to the Capital Outlay line item.

Prepared by: Crystal Garcia Date: 2.8.2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101 DEPARTMENT NUMBER 117

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Ginny Baddley

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Prosecuting Attorney Dept Nbr: 117

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	4103	Professional Services	$4,000	515.300	1925	Overtime	$4,000
TOTAL			$4,000	TOTAL			$4,000

Explanation:

The adjustment is needed to cover overtime work that is necessary in our felony division to address a data storage issue and in our district court division to address the high volume workload after a lead staff member unexpectedly resigned.

Prepared by: Ginny Baddley Date: 2/11/22

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 115

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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental Dept Nbr: 115

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.303.	4102	Contract Services	$1,000,000
TOTAL			$1,000,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.210.	6401	Capital Outlay	$1,000,000
TOTAL			$1,000,000

Explanation:

To appropriate funding to Capital Outlay line item for Red Mountain access for the Radio Tower Road project

Prepared by: Linda Ivey Date: 10-Feb-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Awarding the Purchase of Carpet Tile & Cove Base to Benjamin's Carpet One for Benton County Facilities Department
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The Benton County Facilities Department wishes to purchase the necessary carpet tile and cove base to begin the replacement carpet in parts of the Justice Center and Voting Center.

Per Resolution 2021-233, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between $10,000 and $50,000 to be solicited from at least three vendors on the MRSC vendor's list.

The Benton County Purchasing Department solicited a total of three vendors who are on the MRSC Vendors List with the following results:

- Benjamin's Carpet One, Kennewick, WA - $40,231.50, not including WSST
- Craftsman Cabinets & Flooring, Richland, WA - $42,709.93, not including WSST
- Great Floors, LLC, Kennewick, WA – No Response

Fiscal Impact

Amount: $40,231.50 excluding W.S.S.T.

Fund: Various Funds

Recommendation

Approve awarding the purchase of carpet tile and cove base to Benjamin's Carpet One.

Suggested Motion

Approve as part of the Consent Agenda.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF CARPET TILE & COVE BASE TO BENJAMIN'S CARPET ONE FOR THE BENTON COUNTY FACILITIES DEPARTMENT

WHEREAS, the Benton County Facilities Department wishes to purchase the necessary carpet tile and cove base to begin the replacement carpet in parts of the Justice Center and Voting Center; and

WHEREAS, per Resolution 2021-233, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between $10,000 and $50,000 to be solicited from at least three vendors on the MRSC vendor's list; and

WHEREAS, the Benton County Purchasing Department solicited a total of three vendors who are on the MRSC Vendors List with the following results:

- Benjamin's Carpet One, Kennewick, WA - $40,231.50, not including WSST
- Craftsman Cabinets & Flooring, Richland, WA - $42,709.93, not including WSST
- Great Floors, LLC, Kennewick, WA – No Response

WHEREAS, the Purchasing Department has reviewed the quotes for the purchase of the carpet & cove base mentioned above and recommends awarding the purchase to Benjamin's Carpet One, Kennewick, WA, as the lowest bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the purchase of carpet tile and cove base to Benjamin's Carpet One, Kennewick WA as the lowest bidder for an amount not to exceed $40,231.50, plus WSST.

Dated this 1st day of March 2022.

_____
Chairman of the Board

_____
Member

Attest _____
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: Procurement
cc: Auditor & Facilities

Prepared by: P.Schut

MATERIALS ONLY ESTIMATE ~ Quote Expires 03/08/2022

Benjamin's Carpet One

223 N Benton Street
Kennewick, WA 99336
509-946-4506 main | Sales Rep: Andrea Numerick | 615-971-7372 cell
BENJACO044BQ

Customer: Benton County Facilities Phone: 509-737-3943 Date: 2/8/2022

Street: 7122 W Okanogan Place; Ste D110

City, State, and Zip Code: Kennewick, WA 99336

CG#

Our sales staff will help you calculate, estimate and or design your project, However, unless we do the installation we will not take responsibility for any of the measurements or quantities calculated. We will review with you how we came up with the numbers. Techniques, waste factors and lay-out, all affect quantities, so we recommend the person(s) doing the install calculate materials. Once ordered, any returns are subject to freight, and restock charges. Restock is conditional on the vendor allowing, accepting restock and there is a restock fee of 30% plus freight, which will be refunded only after credit is received from vendor. If more materials are required there will be minimum freight and handling fees as well as the cost for more material which may also require a minimum quantity purchase.

We hereby submit specifications and estimates for:

DESCRIPTION	SIZE	QUANTIY	SELL	MATERIALS	FREIGHT	TOTAL
Carpet tile Interface Cubic color functional ~ 5.98 sy per box ~ 191 boxes	24 x 24	1142.18	$ 25.00	$ 28,554.50	$ 3,485.00	$ 32,039.50
xl brands 2000 Plus Adhesive	4 gallon	28	$ 135.00	$ 3,780.00	$ 100.00	$ 3,880.00
				$ -		$ -
tarkett johnsonite 4" cove base ~ 120 lf/bx ~ 31 boxes	4" x 120'	3720	$ 1.02	$ 3,794.40	$ 100.00	$ 3,894.40
Powerhold base adh ~ PH-5500 30 oz ~ 6 CASES, 12 TUBES PER CASE	30oz	72	$ 5.80	$ 417.60		$ 417.60
				Sub total	$	40,231.50
Thank you for your business.				Tax if applicable	$	3,459.91
				Total	$	43,691.41

Acceptance of Estimate: The prices, specifications, terms and conditions appearing on this Estimate have been reviewed, are satisfactory and herby accepted. Benjamin's Carpet One is hereby authorized to order the materials specified above. Payment(s) will be made as outlined above. Customer accepts cash and carry ordering agreement outlined above.

Date of Acceptance: _____ Signature: _____

Estimate

Date	Estimate #
2/8/2022	9650

122 Wellsian Way Phone # 5099430637
Richland, WA 99352
CRAFTCF055JL

Ship To

Customer Address

BENTON COUNTY FACILITIES
7122 W OKANOGAN BLDG. A
KENNEWICK, WA 99336

Rep	Project
DT	

Qty	Description	Unit Price	Total
191	INTERFACE CUBIC CARPET SQUARES COLOR FUNCTION / 5.98 SQ YARDS PER CARTON	159.49	30,462.59T
28	XL BRAND 2000 - 4 GALLON	151.00	4,228.00T
1	FREIGHT /	2,800.00	2,800.00T
31	JOHNSONITE COVE BASE 4" PEBBLE / 27 BOXES	151.20	4,687.20T
6	JOHNSONITE ACRYLIC COVE BASE /30 OZ / 12 PER CASE	88.69	532.14T

**** NO REFUNDS ON SPECIAL ORDERS ****
****** 3% CONVENIENCE FEE FOR CREDIT CARD PROCESSING ******

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications.
Payable as follows:
70% DOWN / BALANCE DUE ON COMPLETION

Subtotal	$42,709.93
Sales Tax (8.6%)	$3,673.05
Total	$46,382.98

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon writtten orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully coverd by Workmen's Compensation Insurance.

Authorized Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Past due balances are subject to a service charge of 1.5% per month (18% annually).

Customer Signature _____ Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Awarding and executing a contract with Trade Services Northwest, Inc. DBA Mr Rooter Plumbing for On-Call Plumbing Maintenance & Repair for all Benton County Locations
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

The Purchasing Department solicited vendors who are listed on the MRSC Small Works List for the on-call plumbing maintenance & repair services with the following results:

Trade Services Northwest, Inc. DBA Mr Rooter Plumbing (MRROOP*006C8)	$154,329.12
Clearwater Tech, LLC DBA Roto Rooter Server (ROTORS*798MT)	$173,225.00
MacDonald-Miller Facilities Solutions, LLC (MACDOFS808OS)	Non- Responsive

The Procurement & Contracting Coordinator and Director of Operations and Capital Programs have reviewed the bid and recommends awarding it to Trade Services Northwest, Inc. DBA Mr Rooter Plumbing.

A contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division and has been executed by Trade Services Northwest, Inc. DBA Mr Rooter Plumbing.

Fiscal Impact

Amount: $150,000.00 excluding W.S.S.T.

Fund: Various Funds

Recommendation

Award the contract for On-Call Plumbing Maintenance & Repair Services in an amount not to exceed $150,000.00 to Trade Services Northwest, Inc. DBA Mr Rooter Plumbing and authorize the Chairman to sign the said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE CONTRACT FOR ON-CALL PLUMBING MAINTENANCE & REPAIR SERVICES TO TRADE SERVICES NORTHWEST, INC. DBA MR ROOTER PLUMBING AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, the Purchasing Department solicited vendors who are listed on the MRSC Small Works List for on-call plumbing maintenance & repair services for all Benton County locations; and

WHEREAS, only two bids were received in the amounts below:

Trade Services Northwest, Inc. DBA Mr Rooter Plumbing (MRROOP*006C8)	$154,329.12
Clearwater Tech, LLC DBA Roto Rooter Server (ROTORS*798MT)	$173,225.00
MacDonald-Miller Facilities Solutions, LLC (MACDOFS808OS)	Non- Responsive

WHEREAS, the Procurement & Contracting Coordinator and Director of Operations and Capital Programs have reviewed the bids and recommend awarding it to Trade Services Northwest, Inc. DBA Mr Rooter Plumbing; and

WHEREAS, a contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division and has been executed by Trade Services Northwest, Inc. DBA Mr Rooter Plumbing; and

WHEREAS, the Procurement & Contracting Coordinator and Director of Operations and Capital Programs recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation of the Procurement & Contracting Coordinator and Director of Operations and Capital Programs and awards the bid for on-call plumbing maintenance & repair to Trade Services Northwest, Inc. DBA Mr Rooter Plumbing in an amount not to exceed $150,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Trade Services Northwest, Inc. DBA Mr Rooter Plumbing; and

BE IT FURTHER RESOLVED, said contract expires February 28, 2023.

Dated this 1st day of March, 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington.

Orig.: Purchasing P. Schut
c: Auditor; PA; Purchasing

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TRADE SERVICES NORTHWEST,INC. DBA MR ROOTER PLUMBING,** a corporation organized under the laws of the State of Washington with its principal offices at 214610 E SR 397, Kennewick, WA 99337 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Plumbing Maintenance & Repair – Rate Sheet; and
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts; and

2. DURATION OF CONTRACT

The term of this Contract shall begin on last date signed and shall expire on February 28, 2023. The COUNTY further reserves the right to renew the Contract for an additional one year. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide on-call plumbing maintenance & repair for all Benton County locations directed by the COUNTY.

b. The Contractor shall also provide Emergency service response 24 hours per day, 7 days a week, 365 days per year with a minimum of two on-call plumbers. The CONTRACTOR must provide a phone number for emergency calls to the County Contract Representative. The CONTRACTOR must also respond to emergency

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service calls within one (1) hour after notification and arrive onsite within three (3) hours. Response time for non-emergency service calls is a maximum of twenty-four (24) hours, or as arranged with the Benton County Facilities Department.

c. In the event that the requested work encompasses work that is legally required to be completed by another type of Contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other Contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

d. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

e. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

f. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

g. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

h. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

i. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

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4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Shaylin King
Address:	214610 E SR397 Kennewick, WA 99337
Phone:	509-307-9652
Email:	Shaylin.MrRooter@gmail.com

b. For COUNTY:

Name:	Jeff Jones Facilities Manager
Address:	7122 W Okanogan Place; Bldg. A Kennewick, WA, 99336
Phone:	509) 783-3118
Email:	Thomas.Jones@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Plumbing Maintenance & Repair – Rate Sheet" which is attached hereto and incorporated herein by reference

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to

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this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the end of the contract term the CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per contract and one Affidavit of Wages Paid per contract.

e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall

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authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their

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property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or 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 Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

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9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

   If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury and Advertising Injury

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$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be

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endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the

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insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative

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referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

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b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

15. SUCCESSORS AND ASSIGNS

The COUNTY, 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 Contract

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and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion,

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color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

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23. 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 Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

24. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to “hold” such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR

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understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

29 SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at https://bentoncountywa.jotform.com/211997385382974. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or

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subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for $34.25 for livescan, or $71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Corrections Department or Sheriff's Office. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Sheriff, Chief of Correction, or Risk Manager for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

It will be solely determined by the COUNTY if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

- This section was intentionally left blank -

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective on last date signed.

Date:_____	Date: 2/14/2022
BENTON COUNTY	**TRADE SERVICES NORTHWEST, INC. DBA MR ROOTER PLUMBING**
	DocuSigned by: 1B118F119B164D7... Signature
Chairman Benton County Board of County Commissioners	President Title:
Approved as to Form: DocuSigned by: Eric Andrews B4F7673BB8A1486...	Shaylin King
Civil Deputy Prosecuting Attorney	PRINTED NAME

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Exhibit A - Plumbing Maintenance & Repair - Rate Sheet

Company Name:	Mr. Rooter Plumbing		
Parts Markup	**% Markup**	**Estimated Amount Needed**	**Total Cost**
Year #1	40%	$ 25,000	$ 35,000.00
Year #2	40%	$ 25,000	$ 35,000.00
		Parts Subtotal:	**$ 70,000.00**
Task	**Year #1 Rates**		
General Plumbing	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	286.87	50	$ 14,343.50
Labor (Overtime Hourly Rate)	430.31	10	$ 4,303.10
Labor (Double-time Rate)	573.74	2	$ 1,147.48
Task	**Year #2 Rates**		
General Plumbing	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	386.87	50	$ 19,343.50
Labor (Overtime Hourly Rate)	430.31	10	$ 4,303.10
Labor (Double-time Rate)	573.74	2	$ 1,147.48
		General Plumbing Subtotal:	**$ 44,588.16**
Task	**Year #1 Rates**		
Drain Cleaning	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	286.87	10	$ 2,868.70
Labor (Overtime Hourly Rate)	430.31	5	$ 2,151.55
Labor (Double-time Rate)	573.74	2	$ 1,147.48
Task	**Year #2 Rates**		
Drain Cleaning	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	286.87	10	$ 2,868.70
Labor (Overtime Hourly Rate)	430.31	5	$ 2,151.55
Labor (Double-time Rate)	573.74	2	$ 1,147.48
		Drain Cleaning Subtotal:	**$ 12,335.46**
Task	**Year #1 Rates**		
Hydro Jetting/Mainline Machine Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	640.00	3	$ 1,920.00
Labor (Overtime Hourly Rate)	960.00	1	$ 960.00
Labor (Double-time Rate)	1,280.00	1	$ 1,280.00

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Task	Year #2 Rates		
Hydro Jetting/Mainline Machine Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	640.00	3	$ 1,920.00
Labor (Overtime Hourly Rate)	960.00	1	$ 960.00
Labor (Double-time Rate)	1,280.00	1	$ 1,280.00
		Hydro Jetting/Mainline Machine Rates Subtotal:	**$ 8,320.00**
Task	**Year #1 Rates**		
Camera Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	480.00	3	$ 1,440.00
Labor (Overtime Hourly Rate)	720.00	1	$ 720.00
Labor (Double-time Rate)	960.00	1	$ 960.00
Task	**Year #2 Rates**		
Camera Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	480.00	3	$ 1,440.00
Labor (Overtime Hourly Rate)	720.00	1	$ 720.00
Labor (Double-time Rate)	960.00	1	$ 960.00
		Camera Rates Subtotal:	**$ 6,240.00**
Task	**Year #1 Rates**		
Well/Water Pump Service Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	286.87	10	$ 2,868.70
Labor (Overtime Hourly Rate)	430.31	1	$ 430.31
Labor (Double-time Rate)	573.74	1	$ 573.74
Task	**Year #2 Rates**		
Well/Water Pump Service Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	286.87	10	$ 2,868.70
Labor (Overtime Hourly Rate)	430.31	1	$ 430.31
Labor (Double-time Rate)	573.74	1	$ 573.74
		Well/Water Rates Subtotal:	**$ 7,745.50**

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Task	Year #1 Rates		
Septic Pumping Rates (1,000 Gallons)	**Event/Gallon Rate**	**Estimated # of Events/Gallons**	**Total Season Rate**
Flat Event Rate (Regular Rate)	450.00	2	$ 900.00
Flat Event Rate (Overtime Rate)	700.00	1	$ 700.00
Flat Event Rate (Double-time Rate)	850.00	1	$ 850.00
Per Gallon Rate in Excess of 1,000 Gallons	0.40	250	$ 100.00
Task	**Year #2 Rates**		
Septic Pumping Rates (1,000 Gallons)	**Hourly/Gallon Rate**	**Estimated # of Events/Gallons**	**Total Season Rate**
Flat Event Rate (Regular Rate)	450.00	2	$ 900.00
Flat Event Rate (Overtime Rate)	700.00	1	$ 700.00
Flat Event Rate (Double-time Rate)	850.00	1	$ 850.00
Per Gallon Rate in Excess of 1,000 Gallons	0.40	250	$ 100.00
		Septic Pumping Rates Subtotal:	**$ 5,100.00**
		Bid Amount (Grand Total)	**$ 154,329.12**

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EXHIBIT B

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm

The publication date to use is February 8, 2022.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. E Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Authorization to purchase herbicides utilizing Washington State Contract No. 02917
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	D. D'Hond't

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

Herbicides are used to control vegetation along County roads and occasionally on County owned property. The herbicides that were previously purchased have been dispersed and it is necessary to purchase additional herbicides for 2022. Washington State Contract No. 02917 allows for the purchase of herbicides from Wilbur-Ellis Company, LLC.

A Purchase Agreement was prepared, approved as to form by our Deputy Prosecuting Attorney and signed by Wilbur Ellis.

Fiscal Impact

Amount: Not to exceed $240,000.00 plus WSST

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board authorize the purchase of herbicides from Wilbur-Ellis Company, LLC utilizing the Washington State Master Contract Usage Agreement-Contract No. 02917 from March 1, 2022 through December 31, 2022, at or below the current state contract rate in an amount not to exceed $240,000.00 plus WSST.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF HERBICIDES TO CONTROL VEGETATION FROM WILBUR-ELLIS COMPANY, LLC UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02917

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, the herbicides that Benton County previously purchased have been dispersed and it is necessary to purchase additional herbicides to control vegetation along County roads and on County owned property; and

WHEREAS, Washington State DES Contract No. 02917 allows for the purchase of herbicides from Wilbur-Ellis Company, LLC; and

WHEREAS, a Purchase Agreement was prepared, approved as to form by our Deputy Prosecuting Attorney and signed by Wilber Ellis Company, LLC; and

WHEREAS, the County Engineer recommends approval of the purchase of herbicides utilizing the Master Contract Usage Agreement-Contract No. 02917; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby concurs with the County Engineer's recommendation and authorizes the purchase of herbicides from Wilbur-Ellis Company, LLC utilizing the Washington State Master Contract Usage Agreement-Contract No. 02917 at or below the current state contract rate in an amount not to exceed $240,000.00 plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Chairman of the Board of County Commissioners is hereby authorized to sign the attached Agreement; and

BE IT FURTHER RESOLVED, the term of the Agreement shall commence March 1, 2022 and expire December 31, 2022.

Dated this 1st day of March, 2022.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington.

Orig.: Purchasing Dept. S. Christen
c: Auditor, PA, Procurement

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Wilbur-Ellis Company, LLC
Vendor Code: 970596
Vendor Contact: Andrei Omel
Vendor Contact Phone: 509-430-8457 aomel@wilburellis.com
Vendor Principal Place of Business: Pasco, WA

Ship To: Benton County Road Dept.
14303 N. Hinzerling Rd, Prosser, WA
and
102808 Wiser Parkway, Kennewick, WA
Clayton Rawlings: 509-546-1782
Order form will specify delivery location

Bill To: Benton County Public Works Department
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date: March 1, 2022

		Est Qty	Unit Price	Total Price
	WA State Contract 02917-Vegetation Management			
	WSDOT Region 5 - South Central			
	Purchase herbicides through the use of the			
	Washington State Master Contract Usage			
	Agreement-Contract No. 02917 from			
	March 1, 2022 through December 31, 2022			
	at or below the current state contract rate in an			
	amount not to exceed $240,000.00 plus Washington	variable	at or below	
	State Sales Tax.		State Contract	

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 02917.

	Not to exceed
SUB TOTAL =	$ 240,000.00
SALES TAX =	plus WSST
TOTAL ORDER =	

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 02917 between the State of Washington Department of Enterprise Services and Wilbur-Ellis.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02917
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-546-1782
Email clayton.rawlings@co.benton.wa.us

Approved as to Form

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Kenny Macy Title: Director of Sales- Pro Markets Date: 2/2/2022

Vendor Signature:

Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 1, 2022
Subject:	Awarding the furnishing of sign materials to Traffic Safety Supply Company and authorizing the purchase of said sign materials
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The materials for making traffic signs are a consumable material and need to be replaced periodically. Quotes for furnishing sign materials (sign blanks, posts, anchors and rivets) were solicited from 24 vendors utilizing the MRSC Small Works Roster process. Three quotes were received in the amounts below and are as set forth on the attached tabulation.

TRAFFIC SAFETY SUPPLY COMPANY (409-014-202) Portland, Oregon	$13,666.25 plus WSST
INTERMOUNTAIN SIGN & SAFETY (603-149-033) Rathdrum, Idaho	$15,167.30 plus WSST
NATIONAL BARRICADE & SIGN CO. (601-481-955) Spokane Valley, Washington	$17,715.00 plus WSST

Fiscal Impact

Amount: $13,666.25 plus WSST

Fund: Road Fund

Recommendation

The County Engineer recommends the business of furnishing Benton County with sign materials for 2022 be awarded to Traffic Safety Supply Company, Portland, Oregon in the amount of $$13,666.25 plus Washington State Sales Tax.

Suggested Motion

Pass as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING SIGN MATERIALS FOR 2022 FROM TRAFFIC SAFETY SUPPLY COMPANY, PORTLAND, OREGON

WHEREAS, the materials for making traffic signs are a consumable material and need to be replaced periodically; and

WHEREAS, quotes for furnishing sign materials were solicited from 24 vendors utilizing the MRSC Small Works Roster process; and

WHEREAS, three quotes were received in the amounts below and are as set forth on the attached tabulation:

TRAFFIC SAFETY SUPPLY COMPANY (409-014-202) Portland, Oregon	$13,666.25 plus WSST
INTERMOUNTAIN SIGN & SAFETY (603-149-033) Rathdrum, Idaho	$15,167.30 plus WSST
NATIONAL BARRICADE & SIGN CO. (601-481-955) Spokane Valley, Washington	$17,715.00 plus WSST

WHEREAS, the County Engineer recommends award of the business of furnishing sign materials to Traffic Safety Supply Company; **NOW, THEREFORE,**

BE IT RESOLVED, that the business of furnishing Benton County with sign materials for 2022 be awarded to Traffic Safety Supply Company, Portland, Oregon in the amount of $13,666.25, plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the purchase.

Dated this ___1st___ day of __March__, 2022.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

Constituting the Board of
County Commissioners of
Benton County, Washington.

Orig.: Purchasing Dept. S. Christen
c: Auditor

PROJECT: 2022 FURNISHING SIGN MATERIALS LOCATION: BENTON COUNTY LET BY: BOARD OF COUNTY COMMISSIONERS DATE: February 8. 2022; 11:00 a.m., Local Time			Traffic Safety Supply Company 2324 SE Umatilla St. Portland, OR 97202		Intermountain Sign & Safety 22515 W. Hwy. 53 Rathdrum, ID 83858		National Barricade and Sign Co. 6602 E Main Avenue Spokane Valley, WA 99212	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	12” x 18” rectangle sign blank	25	$ 7.65	$ 191.25	$ 7.25	$ 181.25	$ 9.00	$ 225.00
2	12” x 9” rectangle sign blank	50	$ 4.85	$ 242.50	$ 3.62	$ 181.00	$ 5.00	$ 250.00
3	18” x 12” rectangle sign blank	25	$ 8.05	$ 201.25	$ 7.25	$ 181.25	$ 9.00	$ 225.00
4	18” x 24” rectangle sign blank	25	$ 14.15	$ 353.75	$ 14.48	$ 362.00	$ 18.00	$ 450.00
5	24” x 10” rectangle sign blank	50	$ 8.75	$ 437.50	$ 8.05	$ 402.50	$ 10.00	$ 500.00
6	30” x 40” rectangle sign blank	25	$ 37.00	$ 925.00	$ 40.18	$ 1,004.50	$ 49.00	$ 1,225.00
7	8” x 8” square sign blank	50	$ 3.55	$ 177.50	$ 2.15	$ 107.50	$ 3.00	$ 150.00
8	36” x 8” rectangle sign blank	60	$ 10.15	$ 609.00	$ 9.78	$ 586.80	$ 12.00	$ 720.00
9	42” x 8” rectangle sign blank	60	$ 11.55	$ 693.00	$ 11.25	$ 675.00	$ 14.00	$ 840.00
10	30” x 24” rectangle sign blank	30	$ 22.85	$ 685.50	$ 24.10	$ 723.00	$ 29.00	$ 870.00
						$ -		
11	1.75” x 1.75”x 10’ telespar post	75	$ 55.85	$ 4,188.75	$ 67.50	$ 5,062.50	$ 79.00	$ 5,925.00
12	2” x 2” x 36” telespar anchor	175	$ 21.15	$ 3,701.25	$ 24.00	$ 4,200.00	$ 29.00	$ 5,075.00
13	3/8” steel drive rivots	2,000	$ 0.63	$ 1,260.00	$ 0.75	$ 1,500.00	$ 0.63	$ 1,260.00
	TOTAL			**$ 13,666.25**		**$ 15,167.30**		**$ 17,715.00**

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR QUOTES

BIDS FOR: FURNISHING SIGN MATERIALS.

BIDS RECEIVED: The quote shall be emailed in pdf format to publicworks@co.benton.wa.us and must be received prior to **11:00 AM on Tuesday, February 8, 2022**. No Quotes Will Be Accepted After That Date and Time.

INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. Unsigned quotes will not be considered.

The proposal shall be emailed to publicworks@co.benton.wa.us , by the date and time stated above. Quotes shall be considered final at the time and date for receiving quotes. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed proposal is required. Only quotes submitted on the official form will be considered. The quote shall not contain any unauthorized additions, deletions, alternate quotes or conditions.

AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> "NOTE: This document and the materials enclosed herewith constitute an invitation to submit quotes only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before quotes are due cannot be answered.

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2022 edition, and the 2009 Manual on Uniform Traffic Control Devices (MUTCD), with Revision Numbers 1 and 2 Incorporated, the purchase contemplated is set forth as follows:

Furnishing TELESPAR POSTS, TELESPAR ANCHORS, ALUMINUM SIGN BLANKS, AND APPURTENANCES FOR THE INSTALLATION OF ROAD SIGNS, PER THE ATTACHED PROPOSAL.

The prices listed shall be the bidder's current bid prices. Prices shall be fixed after the final time and date for receiving quotes.

PRICES:

The prices quoted shall be F.O.B. Benton County Maintenance Shop, 102808 Wiser Parkway, Kennewick, Washington 99338.

DELIVERY TIME:

Delivery shall be made within thirty (30) working days from the date of purchase order. Delivery will be accepted between the hours of 8:00 a.m. to 3:00 p.m., Local Time, Monday through Friday, EXCEPT Legal Holidays.

In order to have equipment available for unloading, it is necessary to receive a 48-hour advance notice of delivery.

DELIVERY POINT:

Benton County Maintenance Shop
102808 Wiser Parkway
Kennewick, WA 99338

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for the purchase.

PROPOSAL – SIGN MATERIALS

Name of Firm: Traffic Safety Supply Company

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	QUANTITY	PRICE PER EACH	TOTALS
1	12" x 18" rectangle sign blank	25	$ 7.65	$ 191.25
2	12" x 9" rectangle sign blank	50	$ 4.85	$ 242.50
3	18" x 12" rectangle sign blank	25	$ 8.05	$ 201.25
4	18" x 24" rectangle sign blank	25	$ 14.15	$ 353.75
5	24" x 10" rectangle sign blank	50	$ 8.75	$ 437.50
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7	8" x 8" square sign blank	50	$ 3.55	$ 177.50
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9	42" x 8" rectangle sign blank	60	$ 11.55	$ 693.00
10	30" x 24" rectangle sign blank	30	$ 22.85	$ 685.50
11	1.75" x 1.75"x 10' telespar post	75	$ 55.85	$ 4,188.75
12	2" x 2" x 36" telespar anchor	175	$ 21.15	$ 3,701.25
13	3/8" steel drive rivots	2,000	$ .63	$ 1,260.00
			GRAND TOTAL	$ 13,666.25

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 mil thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be .5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

PROPOSAL MUST BE SIGNED ON NEXT PAGE

PROPOSAL – SIGN MATERIALS
continued

DATED this 4th day of February, 2022.

FIRM NAME: Traffic Safety Supply Company

ADDRESS: 2324 SE Umatilla St
Portland, OR 97202

EMAIL ADDRESS: sgerkin@tssco.com

TELEPHONE: (503) 235-8531

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: _____

BY: _____ SuSan GerKin | Inside Sales
Authorized Signature — Print Name and Title

BY: _____ _____
Authorized Signature — Print Name and Title

PROPOSAL MUST BE SIGNED

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR QUOTES

BIDS FOR: FURNISHING SIGN MATERIALS.

BIDS RECEIVED: The quote shall be emailed in pdf format to publicworks@co.benton.wa.us and must be received prior to **11:00 AM on Tuesday, February 8, 2022**. No Quotes Will Be Accepted After That Date and Time.

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DELIVERY POINT:

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Kennewick, WA 99338

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for the purchase.

PROPOSAL – SIGN MATERIALS

Name of Firm: Intermountain Sign · Safety

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	QUANTITY	PRICE PER EACH	TOTALS
1	12" x 18" rectangle sign blank	25	$ 7.25	$ 181.25
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5	24" x 10" rectangle sign blank	50	$ 8.05	$ 402.50
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			GRAND TOTAL	$ 15,167.30

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- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 mil thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be .5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

PROPOSAL MUST BE SIGNED ON NEXT PAGE

PROPOSAL – SIGN MATERIALS
continued

DATED this 7th day of February, 2022.

FIRM NAME: Intermountain Sign + Safety

ADDRESS: 22515 W. Hwy 53 Rathdrum, ID 83858

EMAIL ADDRESS: mitch@intermountainsign.com

TELEPHONE: (208) 773-3119

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 603149033

BY: Mitch Lawless — Authorized Signature

Mitch Lawless Inside Sales — Print Name and Title

BY: _____ — Authorized Signature

_____ — Print Name and Title

PROPOSAL MUST BE SIGNED

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR QUOTES

BIDS FOR:	FURNISHING SIGN MATERIALS.
BIDS RECEIVED:	The quote shall be emailed in pdf format to publicworks@co.benton.wa.us and must be received prior to **11:00 AM on Tuesday, February 8, 2022.** No Quotes Will Be Accepted After That Date and Time.

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102808 Wiser Parkway
Kennewick, WA 99338

TAX PROVISIONS:

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PROPOSAL – SIGN MATERIALS

Name of Firm: National Barricade and Sign

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	QUANTITY	PRICE PER EACH	TOTALS
1	12" x 18" rectangle sign blank	25	$9.00	$225.00
2	12" x 9" rectangle sign blank	50	$5.00	$250.00
3	18" x 12" rectangle sign blank	25	$9.00	$225.00
4	18" x 24" rectangle sign blank	25	$18.00	$450.00
5	24" x 10" rectangle sign blank	50	$10.00	$500.00
6	30" x 40" rectangle sign blank	25	$49.00	$1,225.00
7	8" x 8" square sign blank	50	$3.00	$150.00
8	36" x 8" rectangle sign blank	60	$12.00	$720.00
9	42" x 8" rectangle sign blank	60	$14.00	$840.00
10	30" x 24" rectangle sign blank	30	$29.00	$870.00
11	1.75" x 1.75"x 10' telespar post	75	$79.00	$5,925.00
12	2" x 2" x 36" telespar anchor	175	$29.00	$5,075.00
13	3/8" steel drive rivots	2,000	$0.63	$1,260.00
			GRAND TOTAL	$17,715.00

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 mil thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be .5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

PROPOSAL MUST BE SIGNED ON NEXT PAGE

PROPOSAL – SIGN MATERIALS
continued

DATED this 02 day of February, 2022.

FIRM NAME: National Barricade and Sign Co

ADDRESS: 6602 E Main Ave. Spokane Valley, WA 99212

EMAIL ADDRESS: Bill@natbarr.net

TELEPHONE: (509) 534-2619

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 601481955

BY: _____ Bill Brewer - Vice President
Authorized Signature — Print Name and Title

BY: _____ Allison Brewer - President
Authorized Signature — Print Name and Title

PROPOSAL MUST BE SIGNED

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3-01-2022
Subject:	Budget Adjustment Reorganization Auditor
Presenter:	Brenda Chiton
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Following the retirement of the employee in the Special Programs Coordinator position, the Auditor worked with Administration and HR to determine long term needs of the department and to re-organize staff to provide for more efficiency. A portion of the programs under the Special Programs Coordinator will be transitioned out of the Auditor's Office. The re-organization will use the unfilled Administrative Assistant and an unfilled Office Assistant IV to allow for re-allocation of the remaining programs. The Special Programs Coordinator, Prosser Office Supervisor and an Office Assistant III will remain unfilled. The adjustment is budget neutral. No additional funding is necessary to fund the re-organization.

Fiscal Impact

0

Recommendation

The Board of County Commissioners hereby authorize the re-organization Budget Adjustment of the Auditor's office.

Suggested Motion

Move to authorize the re-organization Budget Adjustment of the Auditor's office.

cc: B. Chilton; L. Ivey

L. Roe

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 102

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Brenda Chilton

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Auditor Dept Nbr: 102

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	1139	Office Supervisor-Prosser	$30,920	514.300	1313	Administrative Assistant	$30,920
514.810	1139	Office Supervisor-Prosser	$30,920	514.810	1313	Administrative Assistant	$30,920
514.300	1823	Special Programs Coordinator	$3,255	514.300	1205	Office Assistant IV	$3,255
514.810	1823	Special Programs Coordinator	$3,255	514.810	1205	Office Assistant IV	$3,255
TOTAL			$68,350	TOTAL			$68,350

Explanation:

Following the retirement of the employee in the Special Programs Coordinator position, the Auditor worked with Administration and HR to determine long term needs of the department and to re-organize staff to provide for more efficiency. A portion of the programs under the Special Programs Coordinator will be transitioned out of the Auditor's Office. The re-organization will use the unfilled Grade 15, non-bargaining Administrative Assistant and a Grade 9, bargaining Office Assistant IV positions to= allow for re-allocation of the remaining programs. The Special Programs Coordinator, position 1823, Prosser Office Supervisor, position 1139 and Office Assistant IIII position TBD will remain unfilled. The adjustment is budget neutral. No additional funding is necessary to fund the re-organization.

Prepared by: Brenda Chilton Date: 2/11/22

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	01 March 2022
Subject:	Rural County Capital Fund – Disbursement Agreement (Benton City)
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contracts

Summary

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 application for the Ninth Street Project was originally received, reviewed, and recommended for funding back in 2019. Moving forward with a disbursement agreement was delayed because the City was waiting approval on additional matching funds from the State's Transportation Alternatives Program, which have since been approved. The City is now beginning the project and is ready to move forward with the agreement with the County.

The projects calls for improvements along two blocks of Ninth Street to the north of downtown. This area is zoned commercial and can support about 12 businesses but does not currently have any businesses, theoretically because access, parking, infrastructure, and appeal are lacking. The project aims to improve those conditions.

The disbursement agreement has been approved for form and signed by the City.

Fiscal Impact

Up to $131,000.00, to be paid from the Rural County Capital Fund.

Recommendation

Staff recommends approval of the disbursement agreement.

Suggested Motion

"I move that Benton County enter into the disbursement agreement with the City of Benton City, with the Board of Commissioners authorizing the Chairman to sign said agreement."

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, DISBURSEMENT TO THE CITY OF BENTON CITY FOR THE "NINTH STREET 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 Benton City has submitted an application for disbursement of funds to be used toward development of a project within the city known as the "Ninth Street 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 Benton City for the disbursement of up to **$131,000.00** for development of the "Ninth Street Project". The *Agreement* will have a termination date of **December 31, 2024**.

Dated this _____ day of _____, 2022.

_____
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 Benton City (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 improve that portion of Ninth Street, which is a section of State Route 225 through Benton City, between Ellen Avenue and Horne Drive from its existing rural roadway condition to an urban condition for the purposes of improving and enhancing vehicle and pedestrian safety, circulation, parking, and access with the end goal of facilitating commercial development along Ninth Street; and

WHEREAS, the improvements along Ninth Street in the area described above will consist of the addition of new 5-foot wide sidewalks, associated curb-and-gutter, a new fire hydrant, new streetlights, a new traffic signal, approximately 446 feet of exfiltration trenches with 2 catch basins and other drainage improvements, extended and relocated utilities, new asphalt surfacing including striping, a block wall, a new gravel driveway behind the sidewalk, new irrigation conduit and valve box, planters, and landscaping including sod replacement; as well as all of the associated design and engineering work (hereinafter, the "Ninth Street Project"); and

WHEREAS, the two-block section of Ninth Street described above is zoned "Commercial" and averages between 7,000 and 8,000 vehicle trips per day but has no businesses currently operating largely due to the transportation and access challenges; and

WHEREAS, there are 12 properties with the potential to develop into commercial endeavors within the area of the Ninth Street Project, and it is the City's goal to expand the existing downtown business district into this commercially-zoned area with the Ninth Street Project; and

WHEREAS, the City is matching the County's contribution to the Ninth Street Project with approximately $121,000.00 of Washington State Transportation Alternative Project funds and approximately $163,000.00 of its own funds; and

WHEREAS, the City has requested $131,000.00 for the Ninth Street 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 $131,000.00 of qualified direct costs incurred by the City for the Ninth Street 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 Ninth Street 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 Ninth Street 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 Ninth Street Project.

5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Ninth Street 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 Benton City
   ATTN: City Clerk
   Post Office Box 70
   Benton City, Washington 99320

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 Ninth Street 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 Ninth Street 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 Ninth Street 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 Ninth Street 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 Ninth Street 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 Ninth Street Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

_____
Shon Small, Chairman

Date: _____

ATTEST:

_____
Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:

_____
Chief Deputy Prosecuting Attorney

CITY OF BENTON CITY

L. Lehman
Linda Lehman, Mayor

Date: 2/10/22

ATTEST:

Rebecca P Ozuna
Rebecca Ozuna, City Clerk / Treasurer

APPROVED AS TO FORM:

KERR FERGUSON LAW PLLC, CITY ATTORNEY

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	01 March 2022
Subject:	TRIDEC 2022 Services Contract
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contracts

Summary

Staff seeks execution of the annual standard service agreement with TRIDEC.

Background

The Tri-City Development Council ("TRIDEC") is Benton County's designated "associate development organization", and in that role TRIDEC has had annual economic development services contracts with the County for the past two decades. Through this contract, Benton County also financially supports the Prosser Economic Development Association and the new Benton City Revitalization Organization.

The County and TRIDEC work together frequently on issues affecting our region, now more than ever. Examples include management of CARES Act grants in 2020, the Mid-Columbia Energy Initiative, the recent "Big Ben" proposal, and the never ending "PILT wars".

Staff will give a short presentation then seek approval of a 2022 contract. The agreement has been approved for form by counsel and signed by TRIDEC.

Fiscal Impact

$92,000, to be paid from the Rural County Capital Fund.

Recommendation

Staff recommends continuing the beneficial relationship with TRIDEC and for signing the contract.

Motion

"I move for the County to enter into the standard service agreement with TRIDEC, and for the Chairman to be authorized to sign said agreement."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A STANDARD SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE TRI-CITY DEVELOPMENT COUNCIL

WHEREAS, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

WHEREAS, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently operating an economic development program within Benton County that promotes economic development and diversification, business recruitment and retention, and other marketing activities in Benton County and the Tri-Cities metropolitan area; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the standard service agreement for economic development services between Benton County and TRIDEC. The term of the contract shall be from the date of its execution by both parties, and terminating December 31, 2022. TRIDEC shall be compensated up to $92,000.00 for completion of the contract, to be paid from the Rural County Capital Fund as allowed by RCW 82.14.370 and County policy.

Dated this First day of March, 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Godinez), Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS

This Agreement is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC), a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the following attached exhibits, which are incorporated herein by this reference:

a. 2022 Plan of Work

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties, and shall expire on December 31, 2022.

3. SERVICES PROVIDED

a. The CONTRACTOR shall perform economic development programs for the duration of this Agreement, including functions and services detailed in the attached 2022 Plan of Work ("Exhibit A") and made part of this Agreement, and other projects and programs that further promote and market Benton County for purposes of business recruitment, outside investment, tourism, and other related activities.

b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.

c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator or his designee, a minimum of once per calendar quarter throughout the year to discuss matters addressed in this Agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

As the COUNTY'S "associate development organization", as designated by the COUNTY to the Washington State Department of Commerce, CONTRACTOR is eligible to receive certain funds from the COUNTY to finance certain personnel in economic development offices. To this end, all COUNTY funds provided under this Agreement are to be used for the purposes of funding CONTRACTOR personnel working to render the services described in Exhibit A.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Laura Warr, Director of Finance
Tri-City Development Council
7130 West Grandridge Boulevard - Suite A
Kennewick, Washington 99336
509-735-1000

b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place - Suite E330
Kennewick, Washington 99336
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION & INVOICING

The parties acknowledge that COUNTY funding is made available to support CONTRACTOR personnel in their work on economic development services described in this Agreement, but also that the cost of such work is to be funded only partly by the COUNTY. The CONTRACTOR is obligated to obtain whatever funding is required to complete the 2022 Plan of Work. In order to partially fund the CONTRACTOR'S cost to perform the 2022 Plan of Work, the COUNTY agrees to pay the CONTRACTOR the sum of $92,000.00. Four payments shall be made by the COUNTY: The first installment in the amount of $23,000.00 will be for work performed during the first quarter of the year; the second installment in the amount of $23,000.00 will be for

work performed during the second quarter of the year; the third installment in the amount of $23,000.00 will be for work performed during the third quarter of the year; and the fourth installment in the amount of $23,000.00 will be for work performed during the fourth quarter of the year. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of $23,000.00 on or after March 31, 2022; the CONTRACTOR shall submit a second invoice to the COUNTY in the amount of $23,000.00 on or after June 30, 2022; the CONTRACTOR shall submit a third invoice to the COUNTY in the amount of $23,000.00 on or after September 30, 2022; and the CONTRACTOR shall submit a fourth invoice to the COUNTY in the amount of $23,000.00 on or before December 31, 2022. The COUNTY shall make payments within four weeks of receipt of each invoice from CONTRACTOR. Because the COUNTY'S funding source for support of this Agreement is governed by the statutory requirements of RCW 82.14.370, these funds may only be used by CONTRACTOR for personnel costs and may not be used for costs such as capital projects, travel expenses, or contracted consulting personnel.

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

b. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars ($500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars ($1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.

c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT 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.

9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement, including, but not limited to, prevailing wage laws.

11. NONDISCRIMINATION

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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

12. DISPUTES

Differences over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

13. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

14. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

Benton County
Board of Commissioners

Shon Small, Chairman

Dated

Tri-City Development Council

Karl Dye, President

2/16/22
Dated

Constituting the Board of
County Commissioners of Benton
County, Washington.

Attest:

Clerk of the Board

Approved as to Form

Deputy Prosecuting Attorney

EXHIBIT A

TRI-CITY DEVELOPMENT COUNCIL
2022 PLAN OF WORK

TRIDEC has led regional economic development for nearly 60 years, representing our four cities, three ports, two counties, and hundreds of private businesses as one community. Set forth below is the economic development work that TRIDEC agrees to perform in 2022.

MISSION

TRIDEC is a unifying voice that stimulates and sustains a vibrant regional economy by fostering economic growth and prosperity.

STRATEGIC OBJECTIVES

ECONOMIC DIVERSIFICATION

TRIDEC leads economic diversification in the region by attracting companies that provide family wage jobs and generate new wealth in the community.

TRIDEC's recruiting efforts have historically focused on companies that export products or provide services that bring capital to the region. Focusing on the base of our economy creates a multiplier effect that supports the local service and hospitality sectors.

As the Tri-Cities region continues its rapid growth, TRIDEC will work to help attract retailers and restaurants as diversifying our choices for shopping, dining, and entertaining will build on the amenities in our community. Increasing the quality of life and highlighting the region's amenities will help the Tri-Cities attract and retain talent for our growing companies and organizations.

Base industry sectors targeted for recruitment by TRIDEC shall include:

- Advanced and precision agricultural equipment and software manufacturers;
- Advanced manufacturing;
- Energy technologies;
- Training activities.

To help attract companies to the Tri-Cities, TRIDEC shall engage in the following:

- Advertising, external communication and recruitment mailings;

- Lead Generation utilizing the Whittaker SmartLeads program to identify suitable and attractive companies looking at expansion or relocation;
- Attend trade shows, target industry events, and site selector meetings, including:
  - World Ag Expo;
  - ICSC Recon; and
  - NIC Advanced Reactor Summit

TRIDEC champions a business climate and quality of place that enables the success of existing businesses.

Retention and Expansion of existing businesses, especially manufacturing, is the economic development engine of a community. TRIDEC will maintain a business retention and expansion program to implement new and dynamic programs to grow our existing manufacturers.

To help existing businesses expand, TRIDEC will:

- Continue to visit local manufacturers and businesses and develop relationships.
- Monitor the Federal Opportunity Zone Program and work with the Cities of Pasco and Kennewick to identify potential development projects that can utilize the incentives offered through the program.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Support the Washington VERTical effort to build a local supply chain for small, micro and space modular nuclear reactors, equipment and advanced fuels with local businesses and manufacturers.
- Continue to provide office space for Small Business Development Council (SBDC) and SCORE.

TRIDEC will join with local and statewide organizations to advocate for state and national legislation and policies favorable to businesses regarding tax and labor policies-income tax, B&O tax, manufacturing and research tax credits, minimum wage, and overtime.

TRIDEC will actively monitor relevant state policies and issues that may impact the Tri-Cities by:

- Actively participate in the Tri-Cities Legislative Council.
- Monitor and advocate for or against major policies or proposals that could have significant impacts or benefits on the greater Tri-City Region.
- Cultivate and maintain strong relationships with state legislators and agency officials.

TRIDEC supports a Tri-City economy that stimulates new ideas, attracts and retains talent, and supports a thriving entrepreneurial community.

TRIDEC will encourage growth in entrepreneurial activity and the local technology sector, including the transfer of more technology to local partners from the Pacific Northwest National Laboratory (PNNL).

TRIDEC will work to reduce barriers that contribute to local employers' difficulty in growing, attracting, and retaining talent in the community. As part of the efforts, TRIDEC shall:

- Support growth in the local startup community and facilities.
- Continue to support the Fuse Fund and assist the fund managers in identifying potential investments.
- Explore ways to connect our business members with local education and training partners to build awareness of local career paths.
- Convene groups of local partners and employers to measure and forecast workforce demand to organize an effort to attract talent to the Tri-Cities.
- Work toward a housing summit focused on the lack of supply and price inflation in the Tri-Cities housing market.

FEDERAL ADVOCACY

TRIDEC will aggressively advocate for programs and funding that lead to continued growth of world-class research and development activities at Pacific Northwest National Laboratory.

PNNL is an important economic engine for the community as well as a source for technology transfer and commercialization opportunities. TRIDEC will continue to advocate for funding for the DOE programs of importance to PNNL.

TRIDEC will aggressively advocate for the policies and funding needed to accelerate cleanup and reduce risks at the Department of Energy's Hanford Site.

TRIDEC and the Tri-City community believe meaningful progress towards completing cleanup of the Hanford Site is a top priority. In addition to funding, TRIDEC will advocate for thoughtful policies and regulatory approaches that reduce costs and expedite the reduction of risks to human health or the environment.

CREATIVE LEADERSHIP

TRIDEC, as the unifying voice, will provide creative leadership for the community on issues of economic importance to the Tri-Cities.

TRIDEC will act as the unifying voice on regional issues, including:

- Hanford cleanup and future use of Hanford land;
- Columbia River shoreline reconveyance;
- Lower Snake River Dams;
- Relationship building and connection to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and other regional tribal entities;
- Local water discussion;

- BPA transmission upgrades; and
- And other community issues as they arise.

TRIDEC will work closely with our regional economic development partners, including cities, counties, ports, area chambers of commerce, Visit Tri-Cities, and higher education institutions to facilitate the greater mission of economic development and the above referenced related topics.

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	01 March 2022
Subject:	Parks Presentation
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☐ Pass Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contracts

Summary & Background

Staff, joined by one or more Park Board members and possibly one or more park partnering organizations, will provide a Parks Department briefing for the Board covering budget, staffing, activities, projects, issues, and so on. Staff generally likes to do this presentation about once-a-year, but it has been much longer than that since the last briefing.

Fiscal Impact

None.

Recommendation

No action.

# # #