Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Agenda – Board of County Commissioners

To view items in detail, click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, September 26, 2023 9:00 AM
Benton County Courthouse, Prosser, WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):
https://www.co.benton.wa.us/agenda/commissioners

Call to Order

Pledge of Allegiance

Approval of Minutes: September 19, 2023

Review Agenda

Public Comment

To provide public comment, please come forward (if in-person), call 509-460-4941, or raise your hand in WebEx. Once called upon by the Chairman, state your name and address for the record and keep comments to 3 minutes or less.

Consent Agenda

Auditor
- a. Payroll ~ Check Posting List for 09/15/2023
- b. Accounts Payable ~ Check Posting List for 09/19/2023
- c. Line Item Transfer, Fund No. 1110, Dept. 000

Commissioners
- d. Organization of Benton County Commissioners for Year 2023; Rescinding Resolution 2023-265

District Court
- e. Agreement w/WA State Administrative Office of the Courts for Reimbursement of Interpreter Costs

Human Services
- f. Agreement w/Columbia Industries for Developmental Disabilities Support Services
- g. Agreement w/Entrust Community Services for Developmental Disabilities Support Services
- h. Contract w/Washington Initiative for Supported Employment for Developmental Disabilities Support Services
- i. Agreement w/Compass Career Solutions for Developmental Disabilities Support Services

Information Technology
- j. Purchase of Two Laptops & Docks & Four Monitors From Dell, Inc. for Public Works
- k. Lease Agreement w/Ricoh USA, Inc. for Office of Public Defense Copier; Amending Resolution 2023-509

Purchasing

l. Contract w/DLR Group for the Jail Door System Upgrade, Remodel of the Interview Area & Laundry Security Upgrade Project Located in the Jail

m. Contract w/Meier Enterprises, Inc. for Architectural & Engineering Services for the Moderate Risk Waste Facility Ventilation System Upgrade

Superior Court

n. Agreement w/WA State Administrative Office of the Courts for Reimbursement of Interpreter Costs

Scheduled Business

Discussion on the Energy Facility Site Evaluation Council (EFSEC) siting of Alternate Energy Industrial Complexes in Ag Lands Discussion ~ Yakima County Commissioner Amanda McKinney

Finance Presentation: General Fund & Public Safety Tax ~ L Ivey

Other Business

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, September 19, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Will McKay
Commissioner Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Marilu Flores

Benton County Employees Present During All or a Portion of the Meeting:
Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Tim Brown, IT; Carlee Nave, HR Manager; Treasurer Ken Spencer; Chief Deputy Treasurer Kirsten Yniguez; Greg Wendt, Community Development Director; Clayton Rawlings, Road Maintenance Manager; Clerk Josie Delvin; DPA Ryan Brown; Amanda Pearson, Commissioners; Nicole Webb, Commissioners; Brian Malley, Public Works

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of September 12, 2023 were approved.

Review Agenda

Jerrod MacPherson added the following to the agenda:

- Executive Session – Pending Litigation

Public Comment

Tina Gregory, Kennewick via/WebEx, spoke about being in favor of the public safety tax; in person voting with ID and transparency & integrity in elections; criminals being held accountable; tax dollars working for Americans; pornography in school and that schools were for academics. speaking up against evil; she thanked the Board for their time and suggested muting the microphones to reduce background noise.

Consent Agenda

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

Auditor

a. Payroll ~ Check Posting List for 09/05/2023
b. Accounts Payable ~ Check Posting List for 09/08/2023 a
c. Accounts Payable ~ Check Posting List for 09/08/2023 b

Commissioners

d. De-Obligation of Rural County Capital Funding of Columbia Garden Project
e. Surplus & Disposition of Personal Property

Human Services

f. Agreement w/Most Reliable Job Network for Developmental Disabilities Support Services
g. Agreement w/Responding to Autism, Inc. for Developmental Disabilities Support Services
h. Agreement w/Goodwill Industries of the Columbia for Developmental Disabilities Support Services
i. Agreement w/The ARC of the Tri-Cities for Developmental Disabilities Support Services

Juvenile

j. Line Item Transfer, Fund No. 1150, Dept. 171
k. Agreement w/Pitney Bowes for the Lease of Postage Meters & Scales

Public Works

l. Initiating a County Road Project Designated as CRP 2145 – C. Williams Road Surfacing as an Emergent Project

Purchasing

m. Ratifying Change Order #1 w/Banlin Construction LLC for the Justice Center TI Project
n. First Contract Amendment w/Schindler Elevator Corporation for Elevator Maintenance & Repairs
o. Purchase of Asphalt From Ergon Asphalt & Emulsions, Inc. by the Public Works Department
p. Agreement of Substitution of Professional Services Contract w/Beckwith Consulting Group for Completing the Comprehensive Parks Master Plan
q. Purchase of a Chevrolet Express Passenger Van From Bud Clary Chevrolet, Inc. for the Corrections Department
r. Accepting Work Performed by Superior Tree Services, LLC for County Wide Brush Cutting Project
s. Agreement of Substitution of Professional Services Contract w/Meier Enterprises, Inc. for Architectural & Engineering Services for the Coroner's Autopsy Ventilation System Upgrade
t. Contract w/Bouten Construction Company for the Three Rivers Behavioral Health Recovery Center Project

Draft Six-Year Transportation Improvement Program

Brian Malley and Matt Rasmussen presented the draft six-year transportation improvement plan (2024 – 2029) for review and indicated that the comprehensive transportation program is required by counties to be prepared and adopted for the ensuing six calendar years. The program included proposed road and bridge work, in addition to active-transportation (bike/ped) facilities. He indicated that copies of the program were required to be filed with the County Road Administrative Board (CRAB) no more than thirty days after adoption, and prior to December 31 yearly.

Mr. Malley said that the draft TIP had been provided to the MPO/RTPO allowing for inclusion within the MPO/RTPO DRAFT TIP review process which had a public input period ending October 7th. He mentioned that cities and towns within Washington State were required to adopt similar programs, with an adoption deadline of June 30th of each year, which began an annual MPO/RTPO process for development of the Regional Transportation Improvement Program (TIP) that is required to be provided to WSDOT in October. He said that while counties were not required to adopt their programs until year-end, they traditionally participated within the MPO/RTPO process to encourage coordination with area jurisdictions and to provide greater opportunity for public input. The Public Works Department intended to garner any public input received through the MPO/RTPO DRAFT TIP review and schedule a Commissioner public hearing for TIP adoption between October 7 and the MPO/RTPO Board meeting date of October 20 when adoption of the Regional TIP is set. This timing would allow for inclusion of Benton County projects within the adopted 2024-2029 Regional TIP.

Mr. Malley outlined projects indicating that some were mostly fully funded with some newer projects not being secured but expecting those to become funded. Upon the effective date of January 1 of the first year of the program, the approved six-year transportation improvement plan superseded previous approved transportation improvement plans. The program could at any time be revised by the Board.

Mr. Rasmussen indicated that the cities' plans were done yearly by July and they were aiming to get Benton County back on schedule with regular season deadlines.

Updated Public Works Department Organization Chart

Matt Rasmussen said that the Public Works Road Department had found the need to restructure their maintenance and administrative divisions. He indicated that maintenance staffing levels had remained constant as infrastructure and maintenance requirements had increased with struggles occurring in the last few years. This increase along with staffing and resource complications had resulted in slower response times and less preventive maintenance to Public Works facilities and infrastructure. Mr. Rasmussen said that County road culverts had increased significantly making a storm water maintenance program prevalent. The increased need for inventory control and accounting activities had gone up with these changes. He mentioned that there was a need to better supervise projects and was requesting to add two road superintendents which would allow more oversite of the day-to-day operations. He also mentioned that the CEO was requesting a new accounting position to allow administrative staff the assistance needed.

The following changes were proposed:

Eliminate Vacant Administrative Assistant
Eliminate Temporary Help
Eliminate Vacant OA 1 (CH1)
Reduce the OT Budget
Add Accounting Assistant III (CH 5)
Add 2 Road Superintendents (NB 16)
Add 1 Maintenance Worker II (T 11)

MOTION: Commissioner Delvin moved to approve the resolution updating the Benton County Public Works organizational chart as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Commissioner Alvarez indicated that he saw these to be positive changes to allow more productivity and added that other departments should be looking at doing the same.

Commissioner McKay asked about the salaries with Mr. Rasmussen indicating that the superintendents were exempt.

Other Business

TC Cares

Commissioner Delvin asked whether the county could look into some funding for experts for the TC Cares if funding could be identified. Commissioner McKay asked whether this would be considered a conflict. Commissioner Alvarez was aware of the request and was agreeable to funding if approved by legal.

Mid-Columbia Library

Commissioner Alvarez spoke about a concern on a social media post last week regarding the Mid-Columbia Library. He mentioned that he contacted Administration to follow up with the Library. The Library will be changing the classification for their Board appointments to have a more balanced board; perhaps looking into having one commissioner from each county serving as a liaison. Ultimately, the situation turned out positive with the issue being resolved.

New Staff Introduction

Administrator MacPherson introduced Amanda Pearson as the new clerk to the board in the Commissioners' Office.

Executive Session – Pending Litigation

The Board went into executive session at 9:25 a.m. for up to 10 minutes with Ryan Brown. Also present were Jerrod MacPherson, Matt Rasmussen, Amanda Pearson and Marilu Flores.

The Board came out at 9:36 a.m. No decisions were made in executive session.

Payroll

Check Date: 09/05/2023

Payroll Checks:
Total all funds: $ 2,990,106.54
Warrant #: 244199-244221
Direct Deposit #: 182786-183429

Payroll Draw Deductions/Transfers
Total all funds: $ 2,587,534.36
Taxes #: 595-601
ACH #: 1118-1128

Payroll Deduction Warrants
Total all funds: $ 116,453.23
Warrant #: 248939-248948

Accounts Payable

Check Date: 09/08/2023

Warrants #: 248990- 249160
Total all funds: $1,131,274.04

EFT's #: 602-605
Transfers #: 1117, 1129, 1139
Total all funds: $38,813.10

Check Date: 09/08/2023

Warrants #: 1140
Total all funds: $252,659.89

Resolutions

2023 639	De-Obligation of Rural County Capital Funding of Columbia Garden Project
2023 640	Surplus & Disposition of Personal Property
2023 641	Agreement w/Most Reliable Job Network for Developmental Disabilities Support Services

2023 642	Agreement w/Responding to Autism, Inc. for Developmental Disabilities Support Services
2023 643	Agreement w/Goodwill Industries of the Columbia for Developmental Disabilities Support Services
2023 644	Agreement w/The ARC of the Tri-Cities for Developmental Disabilities Support Services
2023 645	Line Item Transfer, Fund No. 1150, Dept. 171
2023 646	Agreement w/Pitney Bowes for the Lease of Postage Meters & Scales
2023 647	Initiating a County Road Project Designated as CRP 2145 – C. Williams Road Surfacing as an Emergent Project
2023 648	Ratifying Change Order #1 w/Banlin Construction LLC for the Justice Center TI Project
2023 649	First Contract Amendment w/Schindler Elevator Corporation for Elevator Maintenance & Repairs
2023 650	Purchase of Asphalt From Ergon Asphalt & Emulsions, Inc. by the Public Works Department
2023 651	Agreement of Substitution of Professional Services Contract w/Beckwith Consulting Group for Completing the Comprehensive Parks Master Plan
2023 652	Purchase of a Chevrolet Express Passenger Van From Bud Clary Chevrolet, Inc. for the Corrections Department
2023 653	Accepting Work Performed by Superior Tree Services, LLC for County Wide Brush Cutting Project
2023 654	Agreement of Substitution of Professional Services Contract w/Meier Enterprises, Inc. for Architectural & Engineering Services for the Coroner's Autopsy Ventilation System Upgrade
2023 655	Contract w/Bouten Construction Company for the Three Rivers Behavioral Health Recovery Center Project
2023 656	Updated Benton County Public Works Department Organization Chart

There being no further business before the Board, the meeting adjourned at approximately 9:36 a.m.

_____ _____

Clerk of the Board Chairman

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the Check Posting List and/or AP Cash Disbursements Journals available upon request from the Auditors Office, have been received and are approved for payment.

Check Date 09/15/2023

Payroll Draw Checks
Total All Funds $ 115,464.79
Warrant # 244222-244223
Direct Deposit # 183430-183566

Payroll Draw Deduction Transfers
Total All Funds $ 21,285.22
EFT#
ACH # 1160

Payroll Deduction Warrants
Total All Funds $
Warrant #

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

Payroll Final Check List

BENTON COUNTY

09/01/2023 to 09/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183430	9/15/2023	03449	CASTILLEJA, JOSHUA ALAN	0.00	702.55
183431	9/15/2023	03899	DAVIS, RIKKI ANNE	0.00	644.60
183432	9/15/2023	05342	FOSTER, DEIDRA ELIZABETH	0.00	893.03
183433	9/15/2023	04596	SAVCHUK, LILIYA VIKTOROVNA	0.00	1,195.03
183434	9/15/2023	05237	SCHULTZ, KIMBERLY CHAR	0.00	924.42
183435	9/15/2023	05347	THOMAS JR, LARRY D	0.00	994.89
183436	9/15/2023	03967	BOATRIGHT, MERRY C	0.00	458.98
183437	9/15/2023	04203	CERVANTES, MIRANDA LYNN	0.00	831.15
183438	9/15/2023	05387	DORSEY, ANDREW O	0.00	1,356.62
183439	9/15/2023	05290	MELSON, LIVIAN S	0.00	736.03
183440	9/15/2023	05107	ENRIQUEZ BAEZ, REBECCA M	0.00	646.45
183441	9/15/2023	04697	AGUILAR-MALDONADO, MARIA DEL C	0.00	852.84
183442	9/15/2023	05931	BORQUEZ, ALEJANDRA	0.00	984.45
183443	9/15/2023	02339	HUNSAKER, LAURIE ANN	0.00	323.22
183444	9/15/2023	02644	ROBERTSON, CYNTHIA JEAN	0.00	184.70
183445	9/15/2023	03887	SAKOTA, LORI ANNE	0.00	415.57
183446	9/15/2023	00601	WAGAR-WEIDNER, SARAH ANN	0.00	392.49
183447	9/15/2023	00067	TANNER, JUDY D	0.00	484.84
183448	9/15/2023	05260	STEELE, SONDRA KAY	0.00	729.56
183449	9/15/2023	03566	HEWITT, EILEEN MARIE HOLMAN	0.00	554.10
183450	9/15/2023	03557	ELSTON, JODI LEE	0.00	253.96
183451	9/15/2023	05228	WICKLINE, SCOTLAND ODONNELL	0.00	714.79
183452	9/15/2023	03151	ARMSTRONG, MATTHEW KENNETH	0.00	554.10
183453	9/15/2023	05397	BECKMANN, ZACHARY MARTIN	0.00	923.50
183454	9/15/2023	04882	BELL, KEVIN LEE	0.00	1,182.08
183455	9/15/2023	04978	BERGEVIN, IAN JAMES	0.00	1,108.20
183456	9/15/2023	05166	BROWNING, RONALD ALLEN	0.00	1,135.90
183457	9/15/2023	01989	DURY, MONA MEON	0.00	400.80
183458	9/15/2023	04767	ELFERING, JOHN C	0.00	939.20
183459	9/15/2023	03610	FAIRCHILD, KAY L	0.00	470.06
183460	9/15/2023	03475	GRIMM, SHANE O	0.00	369.40
183461	9/15/2023	02500	GUERRERO JR, ROBERT	0.00	490.38
183462	9/15/2023	03559	GUNDERSON, MATTHEW S	0.00	554.10
183463	9/15/2023	05252	HEBERT, ALEXANDRA KAITLIN	0.00	1,116.51
183464	9/15/2023	04658	KNAPP, MELISSA RENAE	0.00	1,276.08
183465	9/15/2023	02989	MCCANTS, DIANNE LOUISE	0.00	1,015.85
183466	9/15/2023	01936	MCCULLUGH, LORI LYNN	0.00	831.15
183467	9/15/2023	04787	MEYERS, JULIE ANN	0.00	939.20

Payroll Final Check List

BENTON COUNTY

09/01/2023 to 09/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183468	9/15/2023	03224	MORFIN, SAUL ISAIAS	0.00	461.75
183469	9/15/2023	03669	MURRY JR, DALLAS M	0.00	583.66
183470	9/15/2023	04772	RAY, REGINA ANN	0.00	692.62
183471	9/15/2023	00672	ROLLOSSON, PATRICK A	0.00	1,204.91
183472	9/15/2023	03095	RUIZ, JOSE ANGEL	0.00	661.37
183473	9/15/2023	05302	SANCHEZ NUNEZ, ELIAS ALEJANDRO	0.00	1,172.84
183474	9/15/2023	03213	SHELTON, JOSHUA TRAY	0.00	369.40
183475	9/15/2023	03204	SMALL, LISA MICHELLE	0.00	323.22
183476	9/15/2023	05027	SHELTON, CODY DANIEL	0.00	1,400.08
183477	9/15/2023	04308	GARCIA, MANUEL ALEJANDRO	0.00	782.21
183478	9/15/2023	04278	PETTY, AIMEE M	0.00	415.57
183479	9/15/2023	01902	JOHNSTONE, BARBARA L	0.00	323.22
183480	9/15/2023	02164	KUH, PEI-LING C	0.00	507.92
183481	9/15/2023	05395	MCMANUS, CHEYENNE E	0.00	965.06
183482	9/15/2023	04287	PHILLIPS, RACHEL JO ANN	0.00	369.40
183483	9/15/2023	03748	SAENZ, VERONICA	0.00	923.50
183484	9/15/2023	01927	TANNER JR, TERRY M	0.00	3,086.78
183485	9/15/2023	04094	WILLIAMS, JOHN S	0.00	494.07
183486	9/15/2023	04605	FLORES, JAIME JAVIER	0.00	1,314.44
183487	9/15/2023	04899	WASHBURN, RYAN LEE	0.00	1,213.48
183488	9/15/2023	04046	WEBB, JENNIFER LYNN	0.00	1,189.46
183489	9/15/2023	00063	ROJAS, ROSA M	0.00	820.73
183490	9/15/2023	03448	HATFIELD, AMANDA M	0.00	461.75
183491	9/15/2023	05265	PEVEY, STEVEN RAY	0.00	923.50
183492	9/15/2023	05344	STANLEY, TYSEN SCOTT	0.00	1,002.92
183493	9/15/2023	04529	VAN DEVENTER, JOHN	0.00	944.25
183494	9/15/2023	05259	DIAZ, RUTH YESSICA	0.00	1,038.94
183495	9/15/2023	00284	CALDWELL, GLORIA	0.00	702.55
183496	9/15/2023	05301	CONTRERAS, LUCY ANN	0.00	646.45
183497	9/15/2023	05054	DEROOS, DIANA PATRICIA	0.00	646.45
183498	9/15/2023	03872	ERICKSON, MARIA L	0.00	461.75
183499	9/15/2023	02766	LUCATERO, NIRIA DALILA	0.00	369.40
183500	9/15/2023	05230	PEDERSON, HAYLIE DEANNE	0.00	646.45
183501	9/15/2023	05160	PEDERSON, PAXTON DONALD	0.00	461.75
183502	9/15/2023	05365	MEDINA, ARACELI	0.00	825.61
183503	9/15/2023	03949	LOCKHAVEN, KIP M	0.00	1,052.79
183504	9/15/2023	05299	ABARCA V, OMAR URIEL	0.00	1,003.85
183505	9/15/2023	05304	ALVARES GARCIA, MARIBEL	0.00	867.16

Payroll Final Check List

BENTON COUNTY

09/01/2023 to 09/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183506	9/15/2023	02287	BAKER, JOSEPH W	0.00	889.49
183507	9/15/2023	02696	BUECHLER, DANIEL JOSPEH	0.00	1,296.17
183508	9/15/2023	05223	ESPIRITU DE LA MORA, CRISTIAN	0.00	1,003.85
183509	9/15/2023	00461	GOMEZ JR, RAMIRO A	0.00	916.66
183510	9/15/2023	00483	LATIMER, TAMSEN	0.00	277.05
183511	9/15/2023	02868	MERCADO JR, GERALDO VARA	0.00	788.67
183512	9/15/2023	05224	MORRIS, CREW BRANDT	0.00	1,003.85
183513	9/15/2023	02240	PEREZ, YVONNE RODRIGUEZ	0.00	805.30
183514	9/15/2023	02550	PEYTON, JONATHAN CHARLES	0.00	837.62
183515	9/15/2023	04869	CONE, JACOB STEVEN	0.00	855.16
183516	9/15/2023	02308	AYRES, AMY LYNN	0.00	978.91
183517	9/15/2023	05305	SUAREZ LEYVA, DANNA MICHAEL	0.00	1,015.85
183518	9/15/2023	05404	BROWN, ANDREA PAIGE	0.00	909.65
183519	9/15/2023	04662	ROBISON, CARSON KENT	0.00	900.41
183520	9/15/2023	04880	DURAN, BRITTANEE DAWN	0.00	816.61
183521	9/15/2023	01930	BROWN, RYAN KELLY	0.00	689.86
183522	9/15/2023	04128	HALLMAN, TAYLOR RAEANNE	0.00	890.25
183523	9/15/2023	05173	LEAVITT, MELYSSA MAE	0.00	787.74
183524	9/15/2023	04505	LILLY, JOSHUA JAMES	0.00	692.62
183525	9/15/2023	02432	LONG, JULIE ELIZABETH	0.00	369.40
183526	9/15/2023	05357	MORENO, FELICITAS MARGARITA	0.00	893.03
183527	9/15/2023	02687	MURSTIG, MARTHA ELIZABETH	0.00	826.53
183528	9/15/2023	05073	MURSTIG, RACHEL LYNN	0.00	676.92
183529	9/15/2023	03048	PETRA, ANITA ISABELLE	0.00	2,459.63
183530	9/15/2023	02767	SKEELS, TIMOTHY ALLEN	0.00	2,017.85
183531	9/15/2023	04291	REYNOLDS, DESIREE RENEA	0.00	1,652.14
183532	9/15/2023	05089	ARROYO, CORNELIO	0.00	461.75
183533	9/15/2023	04394	GODINEZ, SONIA	0.00	184.70
183534	9/15/2023	04332	BERRY, SHELA JASMINE	0.00	369.40
183535	9/15/2023	04841	KILLMAN, JUSTIN S	0.00	1,200.55
183536	9/15/2023	05003	ROBERTS, JACOB JOSEPH	0.00	877.32
183537	9/15/2023	02021	ROCHLEAU, KEN CRAIG	0.00	531.01
183538	9/15/2023	05343	KRANTZ, DYLAN RYAN	0.00	507.92
183539	9/15/2023	04243	DAVIS, VOLNEY T	0.00	387.87
183540	9/15/2023	01241	DEINES, RUSSELL JAY	0.00	455.50
183541	9/15/2023	02963	SNYDER, JAMES RAY	0.00	1,309.89
183542	9/15/2023	04846	ZUNKER, ZAKERY A	0.00	1,053.71
183543	9/15/2023	02692	BOVEE, ALLAN SCOTT	0.00	620.20

Payroll Final Check List

BENTON COUNTY

09/01/2023 to 09/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
183544	9/15/2023	04520	HATFIELD, TAVIS CRAIG	0.00	461.75
183545	9/15/2023	03925	LINER, JEFFREY ALAN	0.00	1,582.07
183546	9/15/2023	03662	RAWLINGS, CLAYTON L	0.00	1,339.07
183547	9/15/2023	04212	THOMAS, ANDREW CATON	0.00	461.75
183548	9/15/2023	04752	HESTER, JAMES D	0.00	1,303.73
183549	9/15/2023	05249	MENDOZA-ORTIZ, CINDY	0.00	646.45
183550	9/15/2023	05221	VALLADARES, AALIYAH MARYAH	0.00	825.61
183551	9/15/2023	05226	CARDOSO, GUSTAVO	0.00	1,438.81
183552	9/15/2023	04667	HERNANDEZ, IVAN	0.00	1,214.79
183553	9/15/2023	05315	MCMILLAN, LIAM DARYHA	0.00	1,462.67
183554	9/15/2023	04408	PEREZ, ELIAS	0.00	738.80
183555	9/15/2023	03225	RODRICK, EMAN DAVID	0.00	369.40
183556	9/15/2023	03153	CLARKE, MATHEW DAVID	0.00	524.54
183557	9/15/2023	03880	DONOVAN, ZACHARY ALAN	0.00	619.67
183558	9/15/2023	00615	GONZALEZ, HORACIO R	0.00	2,092.44
183559	9/15/2023	03014	KORTEN, DANIEL WILLIAM	0.00	507.92
183560	9/15/2023	04761	KRAAL, DAVID LESTER	0.00	736.03
183561	9/15/2023	05143	LOPEZ, ROSARIO ALEJANDRA	0.00	646.45
183562	9/15/2023	03447	ALARCON, SANDRA	0.00	867.25
183563	9/15/2023	05380	ASHCRAFT, PHILLIP DEAN	0.00	919.81
183564	9/15/2023	03243	PICKETT, MARSHALL J	0.00	369.40
183565	9/15/2023	05402	SANCHEZ, ADRIAN M	0.00	1,086.04
183566	9/15/2023	05132	ESPINOSA, KAYLEE MARIE	0.00	600.27
			Employee Check Totals	**0.00**	**113,937.80**
			Bank keydd Totals (137 Forms)	**0.00**	**113,937.80**

Payroll Final Check List

BENTON COUNTY

09/01/2023 to 09/15/2023- Type S Cycle bc

Bank: keypy - Key Bank - Payroll

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
244222	9/15/2023	02501	ROE, LORENE FAY	426.66	0.00
244223	9/15/2023	05407	SAWYER, NOAH CHARLES	1,100.33	0.00
			Employee Check Totals	**1,526.99**	**0.00**
			Bank keypy Totals (2 Forms)	**1,526.99**	**0.00**
			Grand Total	**1,526.99**	**113,937.80**

Next Step: Account Posting (AP)

Pay Period is Open (Locked)

Totals Checks and Direct Deposit (139 Forms) **115,464.79**

JE 2114 move this to cash account 11124

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1160	09/15/2023	WIRE	102850 KEY BANK	09/15/2023		PAYROLL	21,285.22
					CHECK	1160 TOTAL:	21,285.22
			NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		21,285.22

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	21,285.22

*** GRAND TOTAL ***		21,285.22

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 2115									
APP GF005000-21340					Vouchers Payable			12,216.67	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				21,285.22
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			1,725.05	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			694.15	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			111.86	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			64.64	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			2,355.57	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			136.78	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			392.14	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340					Vouchers Payable			20.08	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			1,707.77	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			817.22	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			565.59	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			477.70	
09/15/2023	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			21,285.22	21,285.22
APP 99900000-80010					Due To General Fund			12,216.67	
09/15/2023	PAYROLL	PAYROL							
APP GF001000-11110					Cash Equity				12,216.67
09/15/2023	PAYROLL	PAYROL							
APP 99900000-81010					Due To County Road			1,725.05	
09/15/2023	PAYROLL	PAYROL							
APP RD810000-11110					Cash Equity				1,725.05
09/15/2023	PAYROLL	PAYROL							
APP 99900000-81080					Due To Human Services			694.15	
09/15/2023	PAYROLL	PAYROL							
APP HS810000-11110					Cash Equity				694.15
09/15/2023	PAYROLL	PAYROL							
APP 99900000-81110					Due To Election Reserve			111.86	
09/15/2023	PAYROLL	PAYROL							
APP EL100000-11110					Cash Equity				111.86

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	09/15/2023	PAYROLL	PAYROL							
APP 99900000-81120	09/15/2023	PAYROLL	PAYROL			Due To Treasurers O & M			64.64	
APP TO810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				64.64
APP 99900000-81150	09/15/2023	PAYROLL	PAYROL			Due To Juvenile Center			2,355.57	
APP JC810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				2,355.57
APP 99900000-81160	09/15/2023	PAYROLL	PAYROL			Due To Inmate Benevolence Fund			136.78	
APP IB810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				136.78
APP 99900000-81200	09/15/2023	PAYROLL	PAYROL			Due To Crime Victim Comp			392.14	
APP CV810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				392.14
APP 99900000-81460	09/15/2023	PAYROLL	PAYROL			Due To Clerks Collection Fund			20.08	
APP CC810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				20.08
APP 99900000-81480	09/15/2023	PAYROLL	PAYROL			Due To Public Safety Tax Fund			1,707.77	
APP PS810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				1,707.77
APP 99900000-81600	09/15/2023	PAYROLL	PAYROL			Due To Behavioral Health			817.22	
APP BHF81000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				817.22
APP 99900000-85010	09/15/2023	PAYROLL	PAYROL			Due To Equipment Rental & Rev			565.59	
APP ER810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				565.59
APP 99900000-85020	09/15/2023	PAYROLL	PAYROL			Due To Central Services			477.70	
APP IT810000-11110	09/15/2023	PAYROLL	PAYROL			Cash Equity				477.70
						SYSTEM GENERATED ENTRIES TOTAL			21,285.22	21,285.22
						JOURNAL 2023/09/2115 TOTAL			42,570.44	42,570.44

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	2115	09/15/2023				
GF001000-11110					Cash Equity			12,216.67
GF005000-21340					Vouchers Payable		12,216.67	
						FUND TOTAL	12,216.67	12,216.67
1010 County Road	2023	9	2115	09/15/2023				
RD810000-11110					Cash Equity			1,725.05
RD850000-21340					Vouchers Payable		1,725.05	
						FUND TOTAL	1,725.05	1,725.05
1080 Human Services	2023	9	2115	09/15/2023				
HS810000-11110					Cash Equity			694.15
HS850000-21340					Vouchers Payable		694.15	
						FUND TOTAL	694.15	694.15
1110 Election Reserve	2023	9	2115	09/15/2023				
EL100000-11110					Cash Equity			111.86
EL500000-21340					Vouchers Payable		111.86	
						FUND TOTAL	111.86	111.86
1120 Treasurers O & M	2023	9	2115	09/15/2023				
TO810000-11110					Cash Equity			64.64
TO850000-21340					Vouchers Payable		64.64	
						FUND TOTAL	64.64	64.64
1150 Juvenile Center	2023	9	2115	09/15/2023				
JC810000-11110					Cash Equity			2,355.57
JC850000-21340					Vouchers Payable		2,355.57	
						FUND TOTAL	2,355.57	2,355.57
1160 Inmate Benevolence Fund	2023	9	2115	09/15/2023				
IB810000-11110					Cash Equity			136.78
IB850000-21340					Vouchers Payable		136.78	
						FUND TOTAL	136.78	136.78
1200 Crime Victim Comp	2023	9	2115	09/15/2023				
CV810000-11110					Cash Equity			392.14
CV850000-21340					Vouchers Payable		392.14	
						FUND TOTAL	392.14	392.14
1460 Clerks Collection Fund	2023	9	2115	09/15/2023				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
CC810000-11110					Cash Equity			20.08
CC850000-21340					Vouchers Payable		20.08	
						FUND TOTAL	20.08	20.08
1480 Public Safety Tax Fund	2023	9	2115	09/15/2023				
PS810000-11110					Cash Equity			1,707.77
PS850000-21340					Vouchers Payable		1,707.77	
						FUND TOTAL	1,707.77	1,707.77
1600 Behavioral Health	2023	9	2115	09/15/2023				
BHF81000-11110					Cash Equity			817.22
BHF85000-21340					Vouchers Payable		817.22	
						FUND TOTAL	817.22	817.22
5010 Equipment Rental & Revolving	2023	9	2115	09/15/2023				
ER810000-11110					Cash Equity			565.59
ER850000-21340					Vouchers Payable		565.59	
						FUND TOTAL	565.59	565.59
5020 Central Services	2023	9	2115	09/15/2023				
IT810000-11110					Cash Equity			477.70
IT850000-21340					Vouchers Payable		477.70	
						FUND TOTAL	477.70	477.70
9999 Treasurers Pooled Cash	2023	9	2115	09/15/2023				
99900000-11121					AP Wire Clearing			21,285.22
99900000-80010					Due To General Fund		12,216.67	
99900000-81010					Due To County Road		1,725.05	
99900000-81080					Due To Human Services		694.15	
99900000-81110					Due To Election Reserve		111.86	
99900000-81120					Due To Treasurers O & M		64.64	
99900000-81150					Due To Juvenile Center		2,355.57	
99900000-81160					Due To Inmate Benevolence Fund		136.78	
99900000-81200					Due To Crime Victim Comp		392.14	
99900000-81460					Due To Clerks Collection Fund		20.08	
99900000-81480					Due To Public Safety Tax Fund		1,707.77	
99900000-81600					Due To Behavioral Health		817.22	
99900000-85010					Due To Equipment Rental & Rev		565.59	
99900000-85020					Due To Central Services		477.70	
						FUND TOTAL	21,285.22	21,285.22

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		12,216.67
1010 County Road		1,725.05
1080 Human Services		694.15
1110 Election Reserve		111.86
1120 Treasurers O & M		64.64
1150 Juvenile Center		2,355.57
1160 Inmate Benevolence Fund		136.78
1200 Crime Victim Comp		392.14
1460 Clerks Collection Fund		20.08
1480 Public Safety Tax Fund		1,707.77
1600 Behavioral Health		817.22
5010 Equipment Rental & Revolving		565.59
5020 Central Services		477.70
9999 Treasurers Pooled Cash	21,285.22	
TOTAL	21,285.22	21,285.22

** END OF REPORT - Generated by Monika Nakic **

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the attached Check Posting List, have been received and are approved for payment.

Accounts Payable

Check Date: 09/15/2023

Warrants # 249269-249423
Total of all Funds: $2,869,886.55

Transfers # 1143-1146, 1150-1159
Total of all Funds: $2,780.11

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249269	09/15/2023	PRTD	105656	9 N WAVERLY PL LLC	09/12/2023		091523	850.00
				9 N WAVERLY PL LLC	09/12/2023		091523	925.00
				9 N WAVERLY PL LLC	09/12/2023		091523	925.00
				9 N WAVERLY PL LLC	09/12/2023		091523	925.00
				9 N WAVERLY PL LLC	09/12/2023		091523	150.00
				9 N WAVERLY PL LLC	09/12/2023		091523	150.00
				9 N WAVERLY PL LLC	09/12/2023		091523	150.00
						CHECK	249269 TOTAL:	4,075.00
249270	09/15/2023	PRTD	100066	ADJ INVESTOR GROUP LLC	09/12/2023		091523	929.00
						CHECK	249270 TOTAL:	929.00
249271	09/15/2023	PRTD	100067	ADKINS, GARY	09/12/2023		091523	1,095.00
						CHECK	249271 TOTAL:	1,095.00
249272	09/15/2023	PRTD	105681	AHMED N PHIPPS	09/05/2023		091523	90.00
						CHECK	249272 TOTAL:	90.00
249273	09/15/2023	PRTD	105493	AJJ PROPERTY SOLUTION LLC	09/06/2023		091523	872.00
						CHECK	249273 TOTAL:	872.00
249274	09/15/2023	PRTD	105357	ALISHA VICTORINE	09/11/2023		091523	875.00
						CHECK	249274 TOTAL:	875.00
249275	09/15/2023	PRTD	101320	ALYSON MANOR MOBILE ESTATES	09/12/2023		091523	649.00
						CHECK	249275 TOTAL:	649.00
249276	09/15/2023	PRTD	101342	AMERICAN ROCK PRODUCTS, INC	09/06/2023		091523	2,168,009.40
						CHECK	249276 TOTAL:	2,168,009.40

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249277	09/15/2023	PRTD	101346	AMERICANA APTS, INC.	09/12/2023		091523	904.00
					CHECK		249277 TOTAL:	904.00
249278	09/15/2023	PRTD	104843	APEX LEGAL SERVICES	04/05/2023		091523	105.03
					CHECK		249278 TOTAL:	105.03
249279	09/15/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	09/06/2023		091523	24,836.96
					CHECK		249279 TOTAL:	24,836.96
249280	09/15/2023	PRTD	100343	ASPEN HILLS APARTMENTS LLC	09/08/2023		091523	955.00
				ASPEN HILLS APARTMENTS LLC	09/08/2023		091523	955.00
				ASPEN HILLS APARTMENTS LLC	09/08/2023		091523	955.00
				ASPEN HILLS APARTMENTS LLC	09/08/2023		091523	955.00
					CHECK		249280 TOTAL:	3,820.00
249281	09/15/2023	PRTD	101059	AUTO RESCUE LLC	09/06/2023		091523	108.70
					CHECK		249281 TOTAL:	108.70
249282	09/15/2023	PRTD	101420	B & B EXPRESS PRINTING, INC	08/16/2023		091523	231.31
					CHECK		249282 TOTAL:	231.31
249283	09/15/2023	PRTD	101499	B C AUDITOR-PROSSER	09/07/2023		091523	206.50
					CHECK		249283 TOTAL:	206.50
249284	09/15/2023	PRTD	101443	BANLIN CONSTRUCTION, LLC	08/31/2023		091523	179,788.84
					CHECK		249284 TOTAL:	179,788.84
249285	09/15/2023	PRTD	101458	BASIN DISPOSAL INC	08/31/2023		091523	399.54
					CHECK		249285 TOTAL:	399.54

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249286	09/15/2023	PRTD	101427	BC WATER CO LLC	09/06/2023		091523	131.25
						CHECK	249286 TOTAL:	131.25
249287	09/15/2023	PRTD	101551	BENTON FRANKLIN HEALTH DIST. , EXP	08/04/2023		091523	25.00
						CHECK	249287 TOTAL:	25.00
249288	09/15/2023	PRTD	101583	BETTENDORF'S PRINTING & DESIGN, LLC	07/27/2023		091523	397.84
				BETTENDORF'S PRINTING & DESIGN, LLC	08/04/2023		091523	196.74
				BETTENDORF'S PRINTING & DESIGN, LLC	09/06/2023		091523	205.44
						CHECK	249288 TOTAL:	800.02
249289	09/15/2023	PRTD	101625	BOOTH AND SONS CONSTRUCTION, INC.	09/13/2023		091523	53,955.93
						CHECK	249289 TOTAL:	53,955.93
249290	09/15/2023	PRTD	101677	BUNKER, THE	09/06/2023		091523	101.54
				BUNKER, THE	09/06/2023		091523	305.74
				BUNKER, THE	09/06/2023		091523	1,431.58
				BUNKER, THE	09/06/2023		091523	3,091.66
				BUNKER, THE	09/08/2023		091523	45.97
						CHECK	249290 TOTAL:	4,976.49
249291	09/15/2023	PRTD	101682	BWR HOLDINGS LLLP	09/12/2023		091523	9,982.30
						CHECK	249291 TOTAL:	9,982.30
249292	09/15/2023	PRTD	101895	C I INFORMATION MANAGEMENT	06/30/2023		091523	148.68
				C I INFORMATION MANAGEMENT	07/31/2023		091523	178.42
				C I INFORMATION MANAGEMENT	08/31/2023		091523	208.15
				C I INFORMATION MANAGEMENT	08/31/2023		091523	297.36
				C I INFORMATION MANAGEMENT	08/31/2023		091523	208.15

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249292 TOTAL:	1,040.76
249293	09/15/2023	PRTD	101895	C I INFORMATION MANAGEMENT	08/31/2023		091523	183.80
						CHECK	249293 TOTAL:	183.80
249294	09/15/2023	PRTD	105028	C K J T ARCHITECTS	08/30/2023		091523	4,063.00
						CHECK	249294 TOTAL:	4,063.00
249295	09/15/2023	PRTD	101707	CAMPBELL, LLC-LMHC, AMY P	09/03/2023		091523	1,750.00
						CHECK	249295 TOTAL:	1,750.00
249296	09/15/2023	PRTD	105800	CARL BAKER	09/11/2023		091523	75.00
						CHECK	249296 TOTAL:	75.00
249297	09/15/2023	PRTD	105560	CARLA ANN CHIOTTI	09/11/2023		091523	75.00
						CHECK	249297 TOTAL:	75.00
249298	09/15/2023	PRTD	101750	CASCADE NATURAL GAS CORP	09/07/2023		091523	14.21
				CASCADE NATURAL GAS CORP	09/07/2023		091523	14.21
				CASCADE NATURAL GAS CORP	09/07/2023		091523	14.21
				CASCADE NATURAL GAS CORP	09/07/2023		091523	14.21
				CASCADE NATURAL GAS CORP	09/07/2023		091523	14.21
				CASCADE NATURAL GAS CORP	09/07/2023		091523	14.21
				CASCADE NATURAL GAS CORP	09/06/2023		091523	7,329.76
						CHECK	249298 TOTAL:	7,415.02
249299	09/15/2023	PRTD	101768	CELSKI & ASSOCIATES INC	08/08/2023		091523	975.00
				CELSKI & ASSOCIATES INC	08/30/2023		091523	975.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		249299 TOTAL:	1,950.00
249300	09/15/2023	PRTD	101774	CENTRAL PARK APARTMENTS	09/06/2023		091523	500.00
				CENTRAL PARK APARTMENTS	09/11/2023		091523	349.00
					CHECK		249300 TOTAL:	849.00
249301	09/15/2023	PRTD	105364	CHARLES A LOPRESTI	09/11/2023		091523	400.00
					CHECK		249301 TOTAL:	400.00
249302	09/15/2023	PRTD	105597	CHRISTINE GRANTHAM	09/11/2023		091523	200.00
					CHECK		249302 TOTAL:	200.00
249303	09/15/2023	PRTD	105807	CINDY TRUMAN BLUEMEL	09/11/2023		091523	25.00
					CHECK		249303 TOTAL:	25.00
249304	09/15/2023	PRTD	101814	CINTAS CORPORATION	08/29/2023		091523	186.76
				CINTAS CORPORATION	09/06/2023		091523	186.76
					CHECK		249304 TOTAL:	373.52
249305	09/15/2023	PRTD	101818	CITY OF KENNEWICK	09/12/2023		091523	10.00
				CITY OF KENNEWICK	09/12/2023		091523	674.40
				CITY OF KENNEWICK	09/12/2023		091523	353.18
				CITY OF KENNEWICK	09/12/2023		091523	476.59
				CITY OF KENNEWICK	09/12/2023		091523	448.39
				CITY OF KENNEWICK	09/12/2023		091523	758.50
				CITY OF KENNEWICK	09/12/2023		091523	1,020.34
				CITY OF KENNEWICK	09/12/2023		091523	272.02
				CITY OF KENNEWICK	09/12/2023		091523	192.35
				CITY OF KENNEWICK	09/12/2023		091523	2,228.51

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CITY OF KENNEWICK	09/12/2023		091523	358.17
					CHECK		249305 TOTAL:	6,792.45
249306	09/15/2023	PRTD	101824	CITY OF RICHLAND LANDFILL	08/31/2023		091523	379.75
				CITY OF RICHLAND LANDFILL	08/31/2023		091523	54.25
				CITY OF RICHLAND LANDFILL	09/06/2023		091523	24.51
					CHECK		249306 TOTAL:	458.51
249307	09/15/2023	PRTD	101842	CLEARWATER SQUARE APTS	09/06/2023		091523	895.00
				CLEARWATER SQUARE APTS	09/12/2023		091523	345.00
					CHECK		249307 TOTAL:	1,240.00
249308	09/15/2023	PRTD	101856	COFFEY REFRIGERATION	09/08/2023		091523	835.91
				COFFEY REFRIGERATION	09/08/2023		091523	894.36
					CHECK		249308 TOTAL:	1,730.27
249309	09/15/2023	PRTD	101860	COLEMAN OIL COMPANY	08/31/2023		091523	73.63
				COLEMAN OIL COMPANY	08/31/2023		091523	52.61
				COLEMAN OIL COMPANY	08/15/2023		091523	135.67
				COLEMAN OIL COMPANY	08/31/2023		091523	94.34
				COLEMAN OIL COMPANY	08/31/2023		091523	60.19
				COLEMAN OIL COMPANY	08/31/2023		091523	16,077.27
					CHECK		249309 TOTAL:	16,493.71
249310	09/15/2023	PRTD	101917	CONNECTIONS CONSULTING, MA LLC	08/31/2023		091523	6,900.00
					CHECK		249310 TOTAL:	6,900.00
249311	09/15/2023	PRTD	101918	CONNELL OIL INC	08/31/2023		091523	3,459.47
				CONNELL OIL INC	08/31/2023		091523	447.28

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CONNELL OIL INC	08/31/2023		091523	2,768.40
						CHECK	249311 TOTAL:	6,675.15
249312	09/15/2023	PRTD	101928	CONSOLIDATED TECHNOLOGY, SERVICES	09/03/2023		091523	220.00
						CHECK	249312 TOTAL:	220.00
249313	09/15/2023	PRTD	101938	COPPER RIDGE APARTMENTS	09/06/2023		091523	991.00
						CHECK	249313 TOTAL:	991.00
249314	09/15/2023	PRTD	101950	CORWIN FORD - TRI-CITIES	08/07/2023		091523	408.09
				CORWIN FORD - TRI-CITIES	08/08/2023		091523	81.64
				CORWIN FORD - TRI-CITIES	08/08/2023		091523	8.09
				CORWIN FORD - TRI-CITIES	08/09/2023		091523	877.52
				CORWIN FORD - TRI-CITIES	08/10/2023		091523	58.70
				CORWIN FORD - TRI-CITIES	08/10/2023		091523	102.06
				CORWIN FORD - TRI-CITIES	08/14/2023		091523	270.39
				CORWIN FORD - TRI-CITIES	08/17/2023		091523	33.13
				CORWIN FORD - TRI-CITIES	08/18/2023		091523	77.71
				CORWIN FORD - TRI-CITIES	08/23/2023		091523	87.43
				CORWIN FORD - TRI-CITIES	08/23/2023		091523	19.09
				CORWIN FORD - TRI-CITIES	08/23/2023		091523	2.77
				CORWIN FORD - TRI-CITIES	08/23/2023		091523	874.10
				CORWIN FORD - TRI-CITIES	08/24/2023		091523	78.26
				CORWIN FORD - TRI-CITIES	08/25/2023		091523	136.33
				CORWIN FORD - TRI-CITIES	08/28/2023		091523	168.19
				CORWIN FORD - TRI-CITIES	08/02/2023		091523	419.05
						CHECK	249314 TOTAL:	3,702.55

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249315	09/15/2023	PRTD	101995	CROWN PAPER & JANITORIAL, SUPPLY	09/07/2023		091523	439.26
						CHECK	249315 TOTAL:	439.26
249316	09/15/2023	PRTD	101997	CROWN PROPERTY MANAGEMENT, LLC	09/06/2023		091523	615.00
						CHECK	249316 TOTAL:	615.00
249317	09/15/2023	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	09/08/2023		091523	25.00
						CHECK	249317 TOTAL:	25.00
249318	09/15/2023	PRTD	102002	CULLIGAN WATER CONDITION	08/21/2023		091523	174.37
						CHECK	249318 TOTAL:	174.37
249319	09/15/2023	PRTD	105730	CV THE ALEGRE LLC	09/12/2023		091523	995.00
						CHECK	249319 TOTAL:	995.00
249320	09/15/2023	PRTD	102095	DICKINSON, EVAN ANDREW	09/06/2023		091523	417.00
						CHECK	249320 TOTAL:	417.00
249321	09/15/2023	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	08/21/2023		091523	16.46
				DIRECT AUTOMOTIVE DISTRIBUTING	08/22/2023		091523	173.25
				DIRECT AUTOMOTIVE DISTRIBUTING	08/23/2023		091523	-15.00
				DIRECT AUTOMOTIVE DISTRIBUTING	08/23/2023		091523	4.17
						CHECK	249321 TOTAL:	178.88
249322	09/15/2023	PRTD	102147	DYNAMIC SALES & SERVICE	09/06/2023		091523	28,041.86
						CHECK	249322 TOTAL:	28,041.86
249323	09/15/2023	PRTD	102169	ED'S DISPOSAL, INC	08/31/2023		091523	52.11
						CHECK	249323 TOTAL:	52.11

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249324	09/15/2023	PRTD	102180	EL DORADO TOWNHOUSES	09/12/2023		091523	1,300.00
						CHECK	249324 TOTAL:	1,300.00
249325	09/15/2023	PRTD	104805	EMBARK SAFETY LLC	09/05/2023		091523	446.90
						CHECK	249325 TOTAL:	446.90
249326	09/15/2023	PRTD	104850	ERGON ASPHALT & EMULSIONS INC	08/28/2023		091523	2,540.62
				ERGON ASPHALT & EMULSIONS INC	09/05/2023		091523	2,163.89
				ERGON ASPHALT & EMULSIONS INC	09/06/2023		091523	2,237.40
				ERGON ASPHALT & EMULSIONS INC	09/06/2023		091523	1,134.78
				ERGON ASPHALT & EMULSIONS INC	09/07/2023		091523	1,672.31
						CHECK	249326 TOTAL:	9,749.00
249327	09/15/2023	PRTD	105804	EVELYN MENZEL	09/11/2023		091523	100.00
						CHECK	249327 TOTAL:	100.00
249328	09/15/2023	PRTD	105620	EVERHEALTH LLC	09/11/2023		091523	11,138.43
						CHECK	249328 TOTAL:	11,138.43
249329	09/15/2023	PRTD	102248	EVERSTAR REALTY INC	09/06/2023		091523	781.00
						CHECK	249329 TOTAL:	781.00
249330	09/15/2023	PRTD	102260	F P MAILING SOLUTIONS	09/03/2023		091523	144.00
						CHECK	249330 TOTAL:	144.00
249331	09/15/2023	PRTD	102345	FOCAL POINT MARKETING, LLC	09/06/2023		091523	1,500.00
						CHECK	249331 TOTAL:	1,500.00
249332	09/15/2023	PRTD	102363	FRANKLIN COUNTY GRAPHIC LLC	08/09/2023		091523	153.45

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249332 TOTAL:	153.45
249333	09/15/2023	PRTD	102400	GALLS, LLC	08/18/2023		091523	57.28
				GALLS, LLC	08/21/2023		091523	22.71
				GALLS, LLC	08/23/2023		091523	254.36
				GALLS, LLC	08/30/2023		091523	51.51
						CHECK	249333 TOTAL:	385.86
249334	09/15/2023	PRTD	105850	GINA JOHNSTON	09/06/2023		091523	120.00
						CHECK	249334 TOTAL:	120.00
249335	09/15/2023	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	09/12/2023		091523	1,000.00
				GREEN DRAGON INVESTMENTS, LLC	09/06/2023		091523	1,350.00
				GREEN DRAGON INVESTMENTS, LLC	09/12/2023		091523	1,200.00
						CHECK	249335 TOTAL:	3,550.00
249336	09/15/2023	PRTD	102499	GUARDIAN RFID	09/07/2023		091523	1,375.18
						CHECK	249336 TOTAL:	1,375.18
249337	09/15/2023	PRTD	105363	HAYLEY HOYT	09/11/2023		091523	275.00
						CHECK	249337 TOTAL:	275.00
249338	09/15/2023	PRTD	100791	HEATHERSTONE PRESERVATION LP	09/07/2023		091523	1,359.00
				HEATHERSTONE PRESERVATION LP	09/08/2023		091523	93.00
				HEATHERSTONE PRESERVATION LP	09/07/2023		091523	1,359.00
				HEATHERSTONE PRESERVATION LP	09/08/2023		091523	100.00
				HEATHERSTONE PRESERVATION LP	09/08/2023		091523	100.00
				HEATHERSTONE PRESERVATION LP	09/08/2023		091523	1,162.00
				HEATHERSTONE PRESERVATION LP	09/08/2023		091523	1,093.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				HEATHERSTONE PRESERVATION LP	09/08/2023		091523	1,093.00
				HEATHERSTONE PRESERVATION LP	09/12/2023		091523	174.00
					CHECK		249338 TOTAL:	6,533.00
249339	09/15/2023	PRTD	102576	HENRY, MICHAEL MS ABS	09/01/2023		091523	1,000.00
				HENRY, MICHAEL MS ABS	09/01/2023		091523	1,035.00
				HENRY, MICHAEL MS ABS	09/01/2023		091523	950.00
				HENRY, MICHAEL MS ABS	09/01/2023		091523	1,130.00
					CHECK		249339 TOTAL:	4,115.00
249340	09/15/2023	PRTD	102655	HLA ENGINEERING AND LAND	07/31/2023		091523	243.74
					CHECK		249340 TOTAL:	243.74
249341	09/15/2023	PRTD	102661	HUNZIKER, KRISTI L	09/05/2023		091523	340.00
					CHECK		249341 TOTAL:	340.00
249342	09/15/2023	PRTD	102679	IDEAL OPTION PLLC	09/06/2023		091523	26,177.75
				IDEAL OPTION PLLC	09/06/2023		091523	22,013.59
					CHECK		249342 TOTAL:	48,191.34
249343	09/15/2023	PRTD	105562	IRENE JANE SEREDA	09/11/2023		091523	50.00
					CHECK		249343 TOTAL:	50.00
249344	09/15/2023	PRTD	102764	JADWIN STEVENS APARTMENTS	09/12/2023		091523	1,105.00
					CHECK		249344 TOTAL:	1,105.00
249345	09/15/2023	PRTD	105561	JAMES L CONCA	09/11/2023		091523	100.00
					CHECK		249345 TOTAL:	100.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249346	09/15/2023	PRTD	102778	JIM'S PACIFIC GARAGES, INC	04/18/2023		091523	6.31
				JIM'S PACIFIC GARAGES, INC	08/03/2023		091523	178.55
				JIM'S PACIFIC GARAGES, INC	08/08/2023		091523	26.69
				JIM'S PACIFIC GARAGES, INC	08/11/2023		091523	78.90
				JIM'S PACIFIC GARAGES, INC	08/15/2023		091523	25.98
				JIM'S PACIFIC GARAGES, INC	08/21/2023		091523	371.63
				JIM'S PACIFIC GARAGES, INC	08/22/2023		091523	264.83
				JIM'S PACIFIC GARAGES, INC	08/21/2023		091523	9.34
				JIM'S PACIFIC GARAGES, INC	08/24/2023		091523	5.51
						CHECK	249346 TOTAL:	967.74
249347	09/15/2023	PRTD	105808	JOHN CHRISTENSON	09/11/2023		091523	150.00
						CHECK	249347 TOTAL:	150.00
249348	09/15/2023	PRTD	102790	JOHNSON CONTROLS FIRE, PROTECTION L	09/12/2023		091523	421.78
						CHECK	249348 TOTAL:	421.78
249349	09/15/2023	PRTD	102791	JOHNSON, FLOYD	09/11/2023		091523	206.00
						CHECK	249349 TOTAL:	206.00
249350	09/15/2023	PRTD	105480	JOYLANCE SFH LLC	09/06/2023		091523	528.00
						CHECK	249350 TOTAL:	528.00
249351	09/15/2023	PRTD	102822	KAMDEN PLACE	09/06/2023		091523	676.00
						CHECK	249351 TOTAL:	676.00
249352	09/15/2023	PRTD	102823	KAMIAKIN APTS	09/06/2023		091523	534.00
				KAMIAKIN APTS	09/06/2023		091523	680.00
				KAMIAKIN APTS	09/06/2023		091523	770.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				KAMIAKIN APTS	09/06/2023		091523	928.00
				KAMIAKIN APTS	09/12/2023		091523	808.00
				KAMIAKIN APTS	09/06/2023		091523	815.00
				KAMIAKIN APTS	09/06/2023		091523	647.00
				KAMIAKIN APTS	09/12/2023		091523	928.00
				KAMIAKIN APTS	09/13/2023		091523	928.00
						CHECK	249352 TOTAL:	7,038.00
249353	09/15/2023	PRTD	105362	KELLEEN LYNN DOYLE	09/11/2023		091523	125.00
						CHECK	249353 TOTAL:	125.00
249354	09/15/2023	PRTD	100603	KIM, YOUNG	09/06/2023		091523	300.00
						CHECK	249354 TOTAL:	300.00
249355	09/15/2023	PRTD	100738	KNUTZEN ENGINEERING	08/31/2023		091523	2,150.00
				KNUTZEN ENGINEERING	06/24/2023		091523	2,090.00
						CHECK	249355 TOTAL:	4,240.00
249356	09/15/2023	PRTD	103904	KUFFEL HULTGRENN KLASHKE SHEA , & E	08/23/2023		091523	783.50
						CHECK	249356 TOTAL:	783.50
249357	09/15/2023	PRTD	103010	LOCKARD, BEVERLY J	09/06/2023		091523	477.00
						CHECK	249357 TOTAL:	477.00
249358	09/15/2023	PRTD	105806	LORIE ROWLEY	09/11/2023		091523	75.00
						CHECK	249358 TOTAL:	75.00
249359	09/15/2023	PRTD	105824	MARIA A RIOS MARROQUIN	09/12/2023		091523	951.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249359 TOTAL:	951.00
249360	09/15/2023	PRTD	103108	MASON, JOHN	09/06/2023		091523	919.00
				MASON, JOHN	09/12/2023		091523	1,500.00
						CHECK	249360 TOTAL:	2,419.00
249361	09/15/2023	PRTD	103119	MEADOW PARK APARTMENTS	09/06/2023		091523	622.00
						CHECK	249361 TOTAL:	622.00
249362	09/15/2023	PRTD	103134	MEL'S INTERCITY TOWING	07/11/2023		091523	130.99
				MEL'S INTERCITY TOWING	09/05/2023		091523	81.53
						CHECK	249362 TOTAL:	212.52
249363	09/15/2023	PRTD	103161	MIGHTY JOHNS PORTABLE TOILET , & S	08/28/2023		091523	62.50
						CHECK	249363 TOTAL:	62.50
249364	09/15/2023	PRTD	103168	MILLER PAINT COMPANY INC	09/06/2023		091523	207.62
						CHECK	249364 TOTAL:	207.62
249365	09/15/2023	PRTD	103174	MINUTEMAN PRESS	08/09/2023		091523	79.64
				MINUTEMAN PRESS	07/26/2023		091523	86.24
						CHECK	249365 TOTAL:	165.88
249366	09/15/2023	PRTD	105358	MIRIAM ANNE KERZNER	09/11/2023		091523	25.00
						CHECK	249366 TOTAL:	25.00
249367	09/15/2023	PRTD	103069	MMEC ARCHITECTURE & INTERIORS , LLC	09/05/2023		091523	1,902.50
						CHECK	249367 TOTAL:	1,902.50
249368	09/15/2023	PRTD	103283	NET TRANSCRIPTS INC	08/15/2023		091523	75.62
				NET TRANSCRIPTS INC	08/31/2023		091523	380.80

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249368 TOTAL:	456.42
249369	09/15/2023	PRTD	103329	NORTHWEST MARINE AND SPORT LLC	09/05/2023		091523	763.53
						CHECK	249369 TOTAL:	763.53
249370	09/15/2023	PRTD	103378	OLMOS, ARACELI	08/29/2023		091523	850.00
						CHECK	249370 TOTAL:	850.00
249371	09/15/2023	PRTD	105717	OXFORD HOUSE VAN GIESEN	09/07/2023		091523	500.00
						CHECK	249371 TOTAL:	500.00
249372	09/15/2023	PRTD	103462	PACIFIC SAFETY SUPPLY, INC	08/17/2023		091523	3,969.09
						CHECK	249372 TOTAL:	3,969.09
249373	09/15/2023	PRTD	105842	PALOUSE HOMES	09/07/2023		091523	584.00
				PALOUSE HOMES	09/07/2023		091523	1,095.00
						CHECK	249373 TOTAL:	1,679.00
249374	09/15/2023	PRTD	103483	PAPE' MACHINERY, INC	08/23/2023		091523	2,038.55
						CHECK	249374 TOTAL:	2,038.55
249375	09/15/2023	PRTD	105801	PATRICIA HUBBARD	09/11/2023		091523	150.00
						CHECK	249375 TOTAL:	150.00
249376	09/15/2023	PRTD	103572	PLAUCHE & CARR LLP	09/01/2023		091523	8,333.33
						CHECK	249376 TOTAL:	8,333.33
249377	09/15/2023	PRTD	105140	PROFESSIONAL LANGUAGE SERVICES	09/06/2023		091523	138.00
						CHECK	249377 TOTAL:	138.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249378	09/15/2023	PRTD	100835	PRONTO PROCESS SERVICE	08/28/2023		091523	60.00
						CHECK	249378 TOTAL:	60.00
249379	09/15/2023	PRTD	103665	QUADIENT FINANCE USA INC	08/18/2023		091523	6,701.80
						CHECK	249379 TOTAL:	6,701.80
249380	09/15/2023	PRTD	103667	QUANTUM INDUSTRIES LLC	09/06/2023		091523	400.00
						CHECK	249380 TOTAL:	400.00
249381	09/15/2023	PRTD	103705	REALIFE PHOTOGRAPHY	09/08/2023		091523	543.50
						CHECK	249381 TOTAL:	543.50
249382	09/15/2023	PRTD	103748	RICHLAND MOBILE HOME PARK	09/12/2023		091523	600.00
						CHECK	249382 TOTAL:	600.00
249383	09/15/2023	PRTD	103755	RICOH USA, INC	07/24/2023		091523	196.98
				RICOH USA, INC	08/24/2023		091523	196.98
				RICOH USA, INC	08/24/2023		091523	551.49
				RICOH USA, INC	08/11/2023		091523	577.06
				RICOH USA, INC	07/21/2023		091523	345.02
				RICOH USA, INC	08/21/2023		091523	379.55
				RICOH USA, INC	06/30/2023		091523	155.91
				RICOH USA, INC	08/01/2023		091523	155.91
				RICOH USA, INC	08/25/2023		091523	155.08
				RICOH USA, INC	07/28/2023		091523	183.31
				RICOH USA, INC	08/30/2023		091523	183.31
						CHECK	249383 TOTAL:	3,080.60

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249384	09/15/2023	PRTD	103755	RICOH USA, INC	08/01/2023		091523	270.75
				RICOH USA, INC	08/04/2023		091523	46.46
				RICOH USA, INC	08/01/2023		091523	425.84
				RICOH USA, INC	08/01/2023		091523	39.65
						CHECK	249384 TOTAL:	782.70
249385	09/15/2023	PRTD	103765	RIVER PARK APARTMENTS	09/06/2023		091523	573.00
						CHECK	249385 TOTAL:	573.00
249386	09/15/2023	PRTD	103842	SAGE CREEK APARTMENTS, LLC	09/06/2023		091523	550.00
						CHECK	249386 TOTAL:	550.00
249387	09/15/2023	PRTD	103852	SAN DIEGO POLICE EQUIPMENT CO	08/14/2023		091523	29,767.71
						CHECK	249387 TOTAL:	29,767.71
249388	09/15/2023	PRTD	102304	SECRETARY OF STATE	09/11/2023		091523	887.31
						CHECK	249388 TOTAL:	887.31
249389	09/15/2023	PRTD	103926	SILVER CREEK APARTMENTS	09/12/2023		091523	970.00
						CHECK	249389 TOTAL:	970.00
249390	09/15/2023	PRTD	103954	SMITH, DONALD	09/08/2023		091523	38.09
						CHECK	249390 TOTAL:	38.09
249391	09/15/2023	PRTD	103981	SOUND UNIFORM SOLUTIONS INC	08/15/2023		091523	243.60
				SOUND UNIFORM SOLUTIONS INC	08/15/2023		091523	1,222.44
				SOUND UNIFORM SOLUTIONS INC	08/21/2023		091523	1,377.69
				SOUND UNIFORM SOLUTIONS INC	09/22/2023		091523	57.07

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249391 TOTAL:	2,900.80
249392	09/15/2023	PRTD	104029	STAPLES ADVANTAGE	08/26/2023		091523	65.18
						CHECK	249392 TOTAL:	65.18
249393	09/15/2023	PRTD	103909	STARLITE MOTEL	07/24/2023		091523	900.00
				STARLITE MOTEL	07/24/2023		091523	950.00
						CHECK	249393 TOTAL:	1,850.00
249394	09/15/2023	PRTD	104039	STATE OF WASHINGTON, DEPT. OF LICEN	09/11/2023		091523	1.60
						CHECK	249394 TOTAL:	1.60
249395	09/15/2023	PRTD	104059	STONEGATE APARTMENTS	09/12/2023		091523	800.00
						CHECK	249395 TOTAL:	800.00
249396	09/15/2023	PRTD	104841	TANYA LOGSTON	09/13/2023		091523	13,239.79
				TANYA LOGSTON	09/13/2023		091523	19,486.31
						CHECK	249396 TOTAL:	32,726.10
249397	09/15/2023	PRTD	105849	TAYT LAWSON	09/06/2023		091523	955.00
				TAYT LAWSON	09/06/2023		091523	955.00
				TAYT LAWSON	09/06/2023		091523	200.00
						CHECK	249397 TOTAL:	2,110.00
249398	09/15/2023	PRTD	104136	TECHNOLOGY UNLIMITED, INC	08/30/2023		091523	48.86
						CHECK	249398 TOTAL:	48.86
249399	09/15/2023	PRTD	105802	TERESA CARSON	09/11/2023		091523	25.00
						CHECK	249399 TOTAL:	25.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249400	09/15/2023	PRTD	105805	THERESA MARIE LOPRESTI	09/11/2023		091523	25.00
						CHECK	249400 TOTAL:	25.00
249401	09/15/2023	PRTD	104158	THOMSON REUTERS	09/01/2023		091523	2,787.43
						CHECK	249401 TOTAL:	2,787.43
249402	09/15/2023	PRTD	105803	TINA GREGORY	09/11/2023		091523	25.00
						CHECK	249402 TOTAL:	25.00
249403	09/15/2023	PRTD	105114	TMG PROPERTY MANAGEMENT SERVICES	09/06/2023		091523	990.00
						CHECK	249403 TOTAL:	990.00
249404	09/15/2023	PRTD	104226	TRI-CITY HERALD	08/31/2023		091523	305.26
				TRI-CITY HERALD	08/31/2023		091523	319.22
				TRI-CITY HERALD	08/31/2023		091523	181.50
				TRI-CITY HERALD	08/31/2023		091523	333.20
						CHECK	249404 TOTAL:	1,139.18
249405	09/15/2023	PRTD	104226	TRI-CITY HERALD	08/31/2023		091523	326.22
						CHECK	249405 TOTAL:	326.22
249406	09/15/2023	PRTD	105500	TWIN BRIDGES MOBILEHOME PARK	09/07/2023		091523	400.00
						CHECK	249406 TOTAL:	400.00
249407	09/15/2023	PRTD	104256	TWIN DOLPHIN APTS	09/06/2023		091523	569.00
						CHECK	249407 TOTAL:	569.00
249408	09/15/2023	PRTD	104257	TYLER TECHNOLOGIES, INC	08/03/2023		091523	804.38
				TYLER TECHNOLOGIES, INC	08/11/2023		091523	-64.38

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249408 TOTAL:	740.00
249409	09/15/2023	PRTD	104269	U S LINEN & UNIFORM INC	09/05/2023		091523	310.00
				U S LINEN & UNIFORM INC	09/05/2023		091523	220.05
				U S LINEN & UNIFORM INC	09/05/2023		091523	54.35
						CHECK	249409 TOTAL:	584.40
249410	09/15/2023	PRTD	104278	U S POSTAL SERVICE	08/20/2023		091523	310.00
				U S POSTAL SERVICE	08/20/2023		091523	910.00
				U S POSTAL SERVICE	09/08/2023		091523	1,670.00
						CHECK	249410 TOTAL:	2,890.00
249411	09/15/2023	PRTD	104272	UNITED STATES POSTAL SERVICE , CMR	09/01/2023		091523	5,000.00
						CHECK	249411 TOTAL:	5,000.00
249412	09/15/2023	PRTD	104317	UTILITIES UNDERGROUND LOC CTR	08/31/2023		091523	250.26
						CHECK	249412 TOTAL:	250.26
249413	09/15/2023	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	07/31/2023		091523	-67.18
				VICS AUTO AND SUPPLY, NAPA	06/01/2023		091523	22.35
				VICS AUTO AND SUPPLY, NAPA	06/02/2023		091523	58.61
				VICS AUTO AND SUPPLY, NAPA	06/02/2023		091523	15.35
				VICS AUTO AND SUPPLY, NAPA	08/02/2023		091523	6.29
				VICS AUTO AND SUPPLY, NAPA	08/02/2023		091523	252.95
				VICS AUTO AND SUPPLY, NAPA	08/08/2023		091523	17.78
				VICS AUTO AND SUPPLY, NAPA	08/10/2023		091523	25.94
				VICS AUTO AND SUPPLY, NAPA	08/14/2023		091523	2.46
				VICS AUTO AND SUPPLY, NAPA	08/14/2023		091523	44.41
				VICS AUTO AND SUPPLY, NAPA	08/15/2023		091523	-19.44

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				VICS AUTO AND SUPPLY, NAPA	08/17/2023		091523	13.61
				VICS AUTO AND SUPPLY, NAPA	08/24/2023		091523	12.74
					CHECK		249413 TOTAL:	385.87
249414	09/15/2023	PRTD	104342	VILLAGE AT GRANDRIDGE	09/12/2023		091523	719.00
				VILLAGE AT GRANDRIDGE	09/11/2023		091523	955.00
				VILLAGE AT GRANDRIDGE	09/12/2023		091523	955.00
				VILLAGE AT GRANDRIDGE	09/13/2023		091523	1,035.00
				VILLAGE AT GRANDRIDGE	09/13/2023		091523	1,035.00
				VILLAGE AT GRANDRIDGE	09/13/2023		091523	1,105.00
				VILLAGE AT GRANDRIDGE	09/13/2023		091523	75.00
				VILLAGE AT GRANDRIDGE	09/13/2023		091523	1,956.41
					CHECK		249414 TOTAL:	7,835.41
249415	09/15/2023	PRTD	104984	VRC COMPANIES	08/31/2023		091523	1,395.49
				VRC COMPANIES	08/31/2023		091523	211.36
					CHECK		249415 TOTAL:	1,606.85
249416	09/15/2023	PRTD	100715	WALK-N-ROLL INC	08/07/2023		091523	56.56
					CHECK		249416 TOTAL:	56.56
249417	09/15/2023	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	09/01/2023		091523	821.50
					CHECK		249417 TOTAL:	821.50
249418	09/15/2023	PRTD	104484	WM CORPORATE SERVICES INC	09/01/2023		091523	2,783.83
					CHECK		249418 TOTAL:	2,783.83
249419	09/15/2023	PRTD	105747	WINSUPPLY GREENVILLE NC CO	09/06/2023		091523	990.11

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249419 TOTAL:	990.11
249420	09/15/2023	PRTD	104614	YOURMEMBERSHIP.COM INC	09/11/2023		091523	624.50
				YOURMEMBERSHIP.COM INC	09/11/2023		091523	624.50
				YOURMEMBERSHIP.COM INC	09/11/2023		091523	624.50
						CHECK	249420 TOTAL:	1,873.50
249421	09/15/2023	PRTD	104617	ZAG INVESTMENTS LLC	09/12/2023		091523	588.00
						CHECK	249421 TOTAL:	588.00
249422	09/15/2023	PRTD	100170	ZAVICAR, BREANNA	09/13/2023		091523	6,479.07
				ZAVICAR, BREANNA	09/13/2023		091523	7,069.36
						CHECK	249422 TOTAL:	13,548.43
249423	09/15/2023	PRTD	105496	ZENCITY TECHNOLOGIES US INC	07/13/2023		091523	53,648.40
						CHECK	249423 TOTAL:	53,648.40

NUMBER OF CHECKS 155 *** CASH ACCOUNT TOTAL *** 2,869,886.55

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	155	2,869,886.55

*** GRAND TOTAL *** 2,869,886.55

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 1976									
APP HS850000-21340					Vouchers Payable			92,601.48	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				2,869,886.55
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			135,902.30	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			20,507.00	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			15,759.52	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			2,182,184.25	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			186,738.08	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			54,329.45	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			20,383.99	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP FS850000-21340					Vouchers Payable			1,750.00	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			9,001.94	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			56,064.72	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			8,385.94	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP BS850000-21340					Vouchers Payable			4,122.81	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			38,109.28	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			10,920.61	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			447.28	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			518.00	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP JD850000-21340					Vouchers Payable			28,041.86	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			446.90	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP AO850000-21340					Vouchers Payable			887.31	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			2,783.83	
09/15/2023	091523	091523			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,869,886.55	2,869,886.55

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 99900000-81080 09/15/2023 091523		091523			Due To Human Services		92,601.48	
APP HS810000-11110 09/15/2023 091523		091523			Cash Equity			92,601.48
APP 99900000-80010 09/15/2023 091523		091523			Due To General Fund		135,902.30	
APP GF001000-11110 09/15/2023 091523		091523			Cash Equity			135,902.30
APP 99900000-81540 09/15/2023 091523		091523			Due To Homeless Hsng & Assistn		20,507.00	
APP HH810000-11110 09/15/2023 091523		091523			Cash Equity			20,507.00
APP 99900000-81110 09/15/2023 091523		091523			Due To Election Reserve		15,759.52	
APP EL100000-11110 09/15/2023 091523		091523			Cash Equity			15,759.52
APP 99900000-81010 09/15/2023 091523		091523			Due To County Road		2,182,184.25	
APP RD810000-11110 09/15/2023 091523		091523			Cash Equity			2,182,184.25
APP 99900000-83050 09/15/2023 091523		091523			Due To Capital Projects		186,738.08	
APP CP810000-11110 09/15/2023 091523		091523			Cash Equity			186,738.08
APP 99900000-81550 09/15/2023 091523		091523			Due To Solid Waste Collection		54,329.45	
APP SW810000-11110 09/15/2023 091523		091523			Cash Equity			54,329.45
APP 99900000-81480 09/15/2023 091523		091523			Due To Public Safety Tax Fund		20,383.99	
APP PS810000-11110 09/15/2023 091523		091523			Cash Equity			20,383.99
APP 99900000-81380 09/15/2023 091523		091523			Due To Family Services		1,750.00	
APP FS810000-11110 09/15/2023 091523		091523			Cash Equity			1,750.00
APP 99900000-81240 09/15/2023 091523		091523			Due To Fairgrounds Oper Budget		9,001.94	
APP FG810000-11110 09/15/2023 091523		091523			Cash Equity			9,001.94
APP 99900000-85020 09/15/2023 091523		091523			Due To Central Services		56,064.72	
APP IT810000-11110 09/15/2023 091523		091523			Cash Equity			56,064.72
APP 99900000-81350 09/15/2023 091523		091523			Due To Sustainable Development		8,385.94	
APP SD810000-11110 09/15/2023 091523		091523			Cash Equity			8,385.94

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
APP 99900000-81270 09/15/2023 091523	091523			Due To Boating Safety & Patrol			4,122.81	
APP BS810000-11110 09/15/2023 091523	091523			Cash Equity				4,122.81
APP 99900000-81150 09/15/2023 091523	091523			Due To Juvenile Center			38,109.28	
APP JC810000-11110 09/15/2023 091523	091523			Cash Equity				38,109.28
APP 99900000-85010 09/15/2023 091523	091523			Due To Equipment Rental & Rev			10,920.61	
APP ER810000-11110 09/15/2023 091523	091523			Cash Equity				10,920.61
APP 99900000-81490 09/15/2023 091523	091523			Due To Protective Insp Srvs Fd			447.28	
APP BU810000-11110 09/15/2023 091523	091523			Cash Equity				447.28
APP 99900000-81040 09/15/2023 091523	091523			Due To Veterans Assistance Fnd			518.00	
APP VA810000-11110 09/15/2023 091523	091523			Cash Equity				518.00
APP 99900000-81420 09/15/2023 091523	091523			Due To Jail Depreciation Reser			28,041.86	
APP JD810000-11110 09/15/2023 091523	091523			Cash Equity				28,041.86
APP 99900000-85040 09/15/2023 091523	091523			Due To Insurance Management			446.90	
APP IM810000-11110 09/15/2023 091523	091523			Cash Equity				446.90
APP 99900000-81060 09/15/2023 091523	091523			Due To Auditors O&M			887.31	
APP AO810000-11110 09/15/2023 091523	091523			Cash Equity				887.31
APP 99900000-81600 09/15/2023 091523	091523			Due To Behavioral Health			2,783.83	
APP BHF81000-11110 09/15/2023 091523	091523			Cash Equity				2,783.83
				SYSTEM GENERATED ENTRIES TOTAL			2,869,886.55	2,869,886.55
				JOURNAL 2023/09/1976 TOTAL			5,739,773.10	5,739,773.10

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	1976	09/15/2023			
GF001000-11110				Cash Equity			135,902.30
GF005000-21340				Vouchers Payable		135,902.30	
					FUND TOTAL	135,902.30	135,902.30
1010 County Road	2023	9	1976	09/15/2023			
RD810000-11110				Cash Equity			2,182,184.25
RD850000-21340				Vouchers Payable		2,182,184.25	
					FUND TOTAL	2,182,184.25	2,182,184.25
1040 Veterans Assistance Fund	2023	9	1976	09/15/2023			
VA810000-11110				Cash Equity			518.00
VA850000-21340				Vouchers Payable		518.00	
					FUND TOTAL	518.00	518.00
1060 Auditors O&M	2023	9	1976	09/15/2023			
AO810000-11110				Cash Equity			887.31
AO850000-21340				Vouchers Payable		887.31	
					FUND TOTAL	887.31	887.31
1080 Human Services	2023	9	1976	09/15/2023			
HS810000-11110				Cash Equity			92,601.48
HS850000-21340				Vouchers Payable		92,601.48	
					FUND TOTAL	92,601.48	92,601.48
1110 Election Reserve	2023	9	1976	09/15/2023			
EL100000-11110				Cash Equity			15,759.52
EL500000-21340				Vouchers Payable		15,759.52	
					FUND TOTAL	15,759.52	15,759.52
1150 Juvenile Center	2023	9	1976	09/15/2023			
JC810000-11110				Cash Equity			38,109.28
JC850000-21340				Vouchers Payable		38,109.28	
					FUND TOTAL	38,109.28	38,109.28
1240 Event Center	2023	9	1976	09/15/2023			
FG810000-11110				Cash Equity			9,001.94
FG850000-21340				Vouchers Payable		9,001.94	
					FUND TOTAL	9,001.94	9,001.94
1270 Boating Safety & Patrol Fund	2023	9	1976	09/15/2023			

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
BS810000-11110					Cash Equity			4,122.81
BS850000-21340					Vouchers Payable		4,122.81	
						FUND TOTAL	4,122.81	4,122.81
1350 Sustainable Development	2023	9	1976	09/15/2023				
SD810000-11110					Cash Equity			8,385.94
SD850000-21340					Vouchers Payable		8,385.94	
						FUND TOTAL	8,385.94	8,385.94
1380 Family Services	2023	9	1976	09/15/2023				
FS810000-11110					Cash Equity			1,750.00
FS850000-21340					Vouchers Payable		1,750.00	
						FUND TOTAL	1,750.00	1,750.00
1420 Jail Depreciation Reserve	2023	9	1976	09/15/2023				
JD810000-11110					Cash Equity			28,041.86
JD850000-21340					Vouchers Payable		28,041.86	
						FUND TOTAL	28,041.86	28,041.86
1480 Public Safety Tax Fund	2023	9	1976	09/15/2023				
PS810000-11110					Cash Equity			20,383.99
PS850000-21340					Vouchers Payable		20,383.99	
						FUND TOTAL	20,383.99	20,383.99
1490 Protective Inspection Srvs Fnd	2023	9	1976	09/15/2023				
BU810000-11110					Cash Equity			447.28
BU850000-21340					Vouchers Payable		447.28	
						FUND TOTAL	447.28	447.28
1540 Homeless Housing And Assistnce	2023	9	1976	09/15/2023				
HH810000-11110					Cash Equity			20,507.00
HH850000-21340					Vouchers Payable		20,507.00	
						FUND TOTAL	20,507.00	20,507.00
1550 Solid Waste Collection Fund	2023	9	1976	09/15/2023				
SW810000-11110					Cash Equity			54,329.45
SW850000-21340					Vouchers Payable		54,329.45	
						FUND TOTAL	54,329.45	54,329.45
1600 Behavioral Health	2023	9	1976	09/15/2023				
BHF81000-11110					Cash Equity			2,783.83

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
BHF85000-21340					Vouchers Payable		2,783.83	
						FUND TOTAL	2,783.83	2,783.83
3050 Capital Projects	2023	9	1976	09/15/2023				
CP810000-11110					Cash Equity			186,738.08
CP850000-21340					Vouchers Payable		186,738.08	
						FUND TOTAL	186,738.08	186,738.08
5010 Equipment Rental & Revolving	2023	9	1976	09/15/2023				
ER810000-11110					Cash Equity			10,920.61
ER850000-21340					Vouchers Payable		10,920.61	
						FUND TOTAL	10,920.61	10,920.61
5020 Central Services	2023	9	1976	09/15/2023				
IT810000-11110					Cash Equity			56,064.72
IT850000-21340					Vouchers Payable		56,064.72	
						FUND TOTAL	56,064.72	56,064.72
5040 Insurance Management	2023	9	1976	09/15/2023				
IM810000-11110					Cash Equity			446.90
IM850000-21340					Vouchers Payable		446.90	
						FUND TOTAL	446.90	446.90
9999 Treasurers Pooled Cash	2023	9	1976	09/15/2023				
99900000-11120					AP Check Claims Clearing			2,869,886.55
99900000-80010					Due To General Fund		135,902.30	
99900000-81010					Due To County Road		2,182,184.25	
99900000-81040					Due To Veterans Assistance Fnd		518.00	
99900000-81060					Due To Auditors O&M		887.31	
99900000-81080					Due To Human Services		92,601.48	
99900000-81110					Due To Election Reserve		15,759.52	
99900000-81150					Due To Juvenile Center		38,109.28	
99900000-81240					Due To Fairgrounds Oper Budget		9,001.94	
99900000-81270					Due To Boating Safety & Patrol		4,122.81	
99900000-81350					Due To Sustainable Development		8,385.94	
99900000-81380					Due To Family Services		1,750.00	
99900000-81420					Due To Jail Depreciation Reser		28,041.86	
99900000-81480					Due To Public Safety Tax Fund		20,383.99	
99900000-81490					Due To Protective Insp Srvs Fd		447.28	
99900000-81540					Due To Homeless Hsng & Assistn		20,507.00	
99900000-81550					Due To Solid Waste Collection		54,329.45	
99900000-81600					Due To Behavioral Health		2,783.83	
99900000-83050					Due To Capital Projects		186,738.08	
99900000-85010					Due To Equipment Rental & Rev		10,920.61	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-85020				Due To Central Services	56,064.72	
99900000-85040				Due To Insurance Management	446.90	
				FUND TOTAL	2,869,886.55	2,869,886.55

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		135,902.30
1010	County Road		2,182,184.25
1040	Veterans Assistance Fund		518.00
1060	Auditors O&M		887.31
1080	Human Services		92,601.48
1110	Election Reserve		15,759.52
1150	Juvenile Center		38,109.28
1240	Event Center		9,001.94
1270	Boating Safety & Patrol Fund		4,122.81
1350	Sustainable Development		8,385.94
1380	Family Services		1,750.00
1420	Jail Depreciation Reserve		28,041.86
1480	Public Safety Tax Fund		20,383.99
1490	Protective Inspection Srvs Fnd		447.28
1540	Homeless Housing And Assistnce		20,507.00
1550	Solid Waste Collection Fund		54,329.45
1600	Behavioral Health		2,783.83
3050	Capital Projects		186,738.08
5010	Equipment Rental & Revolving		10,920.61
5020	Central Services		56,064.72
5040	Insurance Management		446.90
9999	Treasurers Pooled Cash	2,869,886.55	
	TOTAL	2,869,886.55	2,869,886.55

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1143	09/15/2023	WIRE	101046 B C MEALS	09/10/2023			151.95
				CHECK		1143 TOTAL:	151.95
1144	09/15/2023	WIRE	101046 B C MEALS	09/10/2023			151.95
				CHECK		1144 TOTAL:	151.95
1145	09/15/2023	WIRE	101046 B C MEALS	09/08/2023			279.95
				CHECK		1145 TOTAL:	279.95
1146	09/15/2023	WIRE	101046 B C MEALS	09/08/2023			222.95
				CHECK		1146 TOTAL:	222.95
1150	09/15/2023	WIRE	101046 B C MEALS	09/06/2023			83.95
				CHECK		1150 TOTAL:	83.95
1151	09/15/2023	WIRE	101046 B C MEALS	09/06/2023			111.95
				CHECK		1151 TOTAL:	111.95
1152	09/15/2023	WIRE	101046 B C MEALS	09/13/2023			21.95
				CHECK		1152 TOTAL:	21.95
1153	09/15/2023	WIRE	101046 B C MEALS	09/13/2023			21.95
				CHECK		1153 TOTAL:	21.95
1154	09/15/2023	WIRE	101046 B C MEALS	09/12/2023			21.95
				CHECK		1154 TOTAL:	21.95
1155	09/15/2023	WIRE	101046 B C MEALS	08/24/2023			80.95
				CHECK		1155 TOTAL:	80.95

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1156	09/15/2023	WIRE	101046	B C MEALS	08/30/2023			102.95
							CHECK 1156 TOTAL:	102.95
1157	09/15/2023	WIRE	101046	B C MEALS	09/12/2023			80.95
							CHECK 1157 TOTAL:	80.95
1158	09/15/2023	WIRE	101046	B C MEALS	09/12/2023			21.95
							CHECK 1158 TOTAL:	21.95
1159	09/15/2023	WIRE	101529	B C WORKMANS COMP	09/07/2023			1,424.76
							CHECK 1159 TOTAL:	1,424.76

NUMBER OF CHECKS 14 *** CASH ACCOUNT TOTAL *** 2,780.11

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	14	2,780.11

*** GRAND TOTAL *** 2,780.11

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 9 1977					
APP GF005000-21340	Vouchers Payable			1,071.65	
09/15/2023 CASH DISB 091523	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100	Main Checking				2,780.11
09/15/2023 CASH DISB 091523	AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340	Vouchers Payable			195.90	
09/15/2023 CASH DISB 091523	AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340	Vouchers Payable			87.80	
09/15/2023 CASH DISB 091523	AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340	Vouchers Payable			1,424.76	
09/15/2023 CASH DISB 091523	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			2,780.11	2,780.11
APP 99900000-80010	Due To General Fund			1,071.65	
09/15/2023 CASH DISB 091523					
APP GF001000-11110	Cash Equity				1,071.65
09/15/2023 CASH DISB 091523					
APP 99900000-81150	Due To Juvenile Center			195.90	
09/15/2023 CASH DISB 091523					
APP JC810000-11110	Cash Equity				195.90
09/15/2023 CASH DISB 091523					
APP 99900000-81110	Due To Election Reserve			87.80	
09/15/2023 CASH DISB 091523					
APP EL100000-11110	Cash Equity				87.80
09/15/2023 CASH DISB 091523					
APP 99900000-85030	Due To Workmens Compensation			1,424.76	
09/15/2023 CASH DISB 091523					
APP WC810000-11110	Cash Equity				1,424.76
09/15/2023 CASH DISB 091523					
	SYSTEM GENERATED ENTRIES TOTAL			2,780.11	2,780.11
	JOURNAL 2023/09/1977 TOTAL			5,560.22	5,560.22

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	1977	09/15/2023				
GF001000-11110					Cash Equity			1,071.65
GF005000-21340					Vouchers Payable		1,071.65	
						FUND TOTAL	1,071.65	1,071.65
1110 Election Reserve	2023	9	1977	09/15/2023				
EL100000-11110					Cash Equity			87.80
EL500000-21340					Vouchers Payable		87.80	
						FUND TOTAL	87.80	87.80
1150 Juvenile Center	2023	9	1977	09/15/2023				
JC810000-11110					Cash Equity			195.90
JC850000-21340					Vouchers Payable		195.90	
						FUND TOTAL	195.90	195.90
5030 Workmens Compensation	2023	9	1977	09/15/2023				
WC810000-11110					Cash Equity			1,424.76
WC850000-21340					Vouchers Payable		1,424.76	
						FUND TOTAL	1,424.76	1,424.76
9999 Treasurers Pooled Cash	2023	9	1977	09/15/2023				
99900000-11100					Main Checking			2,780.11
99900000-80010					Due To General Fund		1,071.65	
99900000-81110					Due To Election Reserve		87.80	
99900000-81150					Due To Juvenile Center		195.90	
99900000-85030					Due To Workmens Compensation		1,424.76	
						FUND TOTAL	2,780.11	2,780.11

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		1,071.65
1110 Election Reserve		87.80
1150 Juvenile Center		195.90
5030 Workmens Compensation		1,424.76
9999 Treasurers Pooled Cash	2,780.11	
TOTAL	2,780.11	2,780.11

** END OF REPORT - Generated by Monika Nakic **

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN ELECTION RESERVE, FUND NUMBER 1110, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor

Lorene Roe

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Election Reserve | Fund Nbr: 1110

TRANSFER FROM: TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5144010	51588	Temporary Help	$1,849	5144010	51585	Office Assistant III	$1,849
TOTAL			$1,849	TOTAL			$1,849

Explanation:

In preparation for the anticipated FMLA absence of the non-bargaining Elections Systems Supervisor, the Auditor will be implementing a temporary promotion of the bargaining OAIII for the period of 10/1/2023 - 04/30/2024. The temporary promotion is in conjunction with 7.2 of the Personnel Policies and Procedures for Non-Bargaining Employees. This time frame will allow the OAIII the needed time to shadow the Elections Systems Supervisor through an entire election cycle assuring all necessary operations will be able to be completed with little interruption. The bargaining OAIII will return to his original position 05/01/2024. This temporary promotion will be funded by transferring funds from the temporary help line item in an amount of $1,849 which is 5% of the Election Systems Supervisor A Step.

Prepared by: Lorene Roe | Date: 14-Sep-2023

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ORGANIZATION OF BENTON COUNTY COMMISSIONERS FOR THE YEAR 2023; RESCINDING RESOLUTION 2023-265

NOW, THEREFORE, BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2023 effective upon execution of this resolution.

CHAIRMAN OF THE BOARD ..... Will McKay

CHAIRMAN PRO TEM ..... Jerome Delvin

COUNTY ADMINISTRATOR ..... Jerrod MacPherson

CLERK OF THE BOARD ..... Amanda Pearson
..... Marilu Flores, Alt.

BENTON COUNTY ENGINEER ..... Matt Rasmussen

BENTON COUNTY PEST BOARD SUPERINTENDENT ..... Frank Wolf

BENTON COUNTY PURCHASING AGENT ..... Robert Blain

BENTON COUNTY WSU EXTENSION DIRECTOR ..... Gwen-Alyn Hoheisel

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE ..... Brenda Chilton
..... Glenn Vaagan

BI-PIN ..... Jerrod MacPherson
Matt Rasmussen, Alt.

BENTON-FRANKLIN REGIONAL REVOLVING LOAN FUND BOARD ..... Will McKay
..... Jerome Delvin, Alt.

BEN FRANKLIN TRANSIT BOARD ..... Will McKay
..... Michael Alvarez, Alt.

BENTON CITY LIBRARY CAPITAL FACILITIES AREA BOARD ..... Jerome Delvin
..... Michael Alvarez
..... Will McKay

BENTON CLEAN AIR AGENCY ..... Will McKay
..... Jerome Delvin, Alt.

BENTON COUNTY EMERGENCY SERVICES BOARD .....Michael Alvarez
.....Matt Rasmussen, Alt.

BENTON COUNTY FINANCE COMMITTEE (rotate w/chair) ..... Will McKay

BENTON COUNTY HISTORICAL PRESERVATION COMMITTEE..... Glenn Vaagan

BENTON COUNTY LEOFF DISABILITY BOARD.....Michael Alvarez

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS .....Michael Alvarez
..... Will McKay, Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD.....Jerome Delvin

BI-COUNTY HEALTH BOARD ..... Will McKay
.....Michael Alvarez

COLUMBIA REGIONAL ECONOMIC DEVELOPMENT TRUST (CREDIT) ..... Will McKay

ENERGY COMMUNITIES ALLIANCE.....Jerome Delvin
.....Michael Alvarez
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (ASO).....Michael Alvarez
Kyle Sullivan, Alt.

HANFORD ADVISORY BOARD .....Bob Suyama
..... Pam Larsen, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE…. ..... Will McKay

HANFORD COMMUNITIES..... Governing Board – Jerome Delvin
.....Administrative Board – Adam Fyall

HOMELESS HOUSING ..... Kyle Sullivan

HUMAN SERVICES ADMINISTRATOR ..... Kyle Sullivan

METRO .....Michael Alvarez
.....Matt Rasmussen, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo).....Jerome Delvin

PARK BOARD ..... Adam Fyall

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (ex-officio).....Michael Alvarez

SOLID WASTE ADVISORY COMMITTEE ..... Will McKay
Matt Mahoney, Alt.

TRI-CITIES RIVERSHORE ENHANCEMENT COMMITTEE (TREC)
..... Strategic Committee – Adam Fyall
.....Technical Committee – Adam Fyall

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio) ..... Will McKay

TRI-CITY VISITOR & CONVENTION BUREAU..... Will McKay

TRIDEC..... Will McKay
Jerome Delvin, Alt.

WASHINGTON COUNTIES INSURANCE FUND .....Jerome Delvin
Carlee Nave, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES (WSAC)
Legislative Steering Committee (LSC) TRANSPORTATION ASSOCIATION..Michael Alvarez
Board of Directors..... Will McKay
..... Michael Alvarez, Alt.
Columbia River Caucus.....Jerome Delvin

WEST RICHLAND AREA CHAMBER OF COMMERCE.....Jerome Delvin

WORKFORCE DEVELOPMENT COUNCIL..... Will McKay
Michael Alverez, Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARD .....Michael Alvarez
Adam Fyall, Alt.

YAKIMA BASIN INTEGRATED PLAN.....Michael Alvarez
Adam Fyall, Alt.

Dated this _____ day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

ATTEST:

_____
Clerk of the Board

_____
Commissioner
Constituting the Board of
Benton County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 26, 2023
Subject:	Amending Agreement with Administrative Office of the Courts
Presenter:	
Prepared By:	Amanda Watts
Reviewed By:	Ryan Brown

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 Washington State Administrative Offices of the Court (AOC) provides reimbursement for interpreter expenses incurred by Benton County District Court (BCDC). For the fiscal year 2023 which runs July 1, 2023 to June 30, 2024, the maximum reimbursable amount that BCDC can request is $48,281.00. BCDC is requesting approval of Interagency Agreement #IAA24374.

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Fiscal Impact

None

Recommendation

We recommend the Board of County Commissioners approve and sign interagency agreement IAA24374 with the Washington State Administrative Office of the Courts.

Suggested Motion

Motion to approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA24374 BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT COURT AND THE WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, the Washington State Administrative Office of the Courts (AOC) will provide reimbursement of interpreter costs up to $48,281.00 from the dates commencing July 1, 2023 and terminating on June 30, 2024; and

WHEREAS, Amanda Watts, District Court Administrator, believes it is the best interest of the District Court that the Agreement between the State of Washington Administrative Office of the Courts and Benton County be approved as presented for the term commencing July 1, 2023, and terminating on June 30,2024; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed interpreter reimbursement agreement in the amount of $48,281.00 for the term commencing July 1, 2023, and terminating June 30, 2024; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is authorized to sign Interagency Agreement #IAA24374 between Benton County and the State of Washington Administrative Offices of the Courts.

DATED this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
Of Benton County, WA

Cc: Auditor
Treasurer
District Court

A Watts

INTERAGENCY AGREEMENT IAA24374
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY DISTRICT COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton County District Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court.

I. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq*. The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.

C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).

D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

II. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

A. These funds are intended to address each court's following needs:
   1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
   2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
   3. Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

III. DESCRIPTION OF SERVICES TO BE PROVIDED

A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.

B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.

C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.

D. The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.

E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.

F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

G. The Court is required to have a Language Assistance Plan (LAP) in place to receive reimbursement under this program.

1. Courts must submit the most recent version of their LAP to the AOC Project Manager or certify via email to the Project Manager that the LAP they submitted in FY23 is the latest version.
2. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2023**, regardless of the date of execution and which shall end on **June 30, 2024**.

V. COMPENSATION

A. The Court shall be reimbursed a maximum of $48,281.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2024.

B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.

C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection III.B.*), are received and approved by AOC, pursuant to the following schedule:

1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2023 and September 30, 2023, must be received by the AOC no later than December 29, 2023.
2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2023 and December 31, 2023, must be received by the AOC no later than February 29, 2024.
3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2024 and March 31, 2024, must be received by the AOC no later than May 31, 2024.
4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2024 and June 30, 2024, must be received by the AOC no later than July 15, 2024.

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall submit its A-19 invoices quarterly through the web application.

The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.

F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.

G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

VI. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 through the web application between July 12, 2024 and August 1, 2024.

VII. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

VIII. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data 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 AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

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

XI. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

XII. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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:

A. Applicable state and federal statutes and rules;
B. This Agreement; and
C. Any other provisions of the agreement, including materials incorporated by reference.

XVI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVIII. 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 which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIX.AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov 360-705-5281	Amanda Watts Courts Administrator 7122 W Okanogan Pl Bldg A Kennewick, WA 99336-2359 Amanda.watts@co.benton.wa.us (509) 735-8476

XX. ENTIRE AGREEMENT

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 considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Signature *Date*

Dawn Marie Rubio
Name

State Court Administrator
Title

Court

Signature *Date*

Amanda Watts, Court Administrator

Commissioner

Commissioner

Commissioner

Approved as to form:

Ryan K Brown DPA

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.

b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.

c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Front counter telephonic interpreter services for administrative purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
    - Interpreters skills training for bilingual staff who want to become certified
    - Training for staff who are partly bilingual to improve their skills
    - General training on addressing language access issues.

Items or services not listed above must be pre-approved (via email) by Language

Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client,

attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/26/23
Subject:	Contract with Columbia Industries
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with Columbia Industires to receive funds in order to provide developmental disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

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 1080 Human Services Budget.

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-CI-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND COLUMBIA INDUSTRIES

WHEREAS, the Benton County Human Services Department has contracted with Columbia Industries to provide developmental disabilities support services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Columbia Industriess for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-CI-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-CI-00 between Benton County Department of Human Services and Columbia Industries to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

Dated this . . . . day of . . . . . , 2023

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-CI-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and Columbia Industries, a Washington State Not-For-Profit Corporation, with its principal offices at 900 S Dayton, Kennewick, WA 99336. (hereinafter "Contractor").

County 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:
Michael Novakovich, President
Columbia Industries
P O Box 7346
Kennewick, WA 99336
Phone: 509.582.4142 / Fax:
509.586.3825 E-Mail:
michaeln@columbiaindustries.com

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

Agreement Start Date ..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2024
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:
Marie Lathim Title: CAO/CHRO Date: 9/7/2023

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) **County Representative** means any County employee who has been delegated with contract-signing authority by the County 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 County 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 County 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 County.

(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 Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the County 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 County.

(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 County.

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 County's 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 County 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 County 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 County, Washington.

f. **Compliance with Laws:** The Contractor shallcomply 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 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 contract representative or designee. All rulings, orders, instructions and decisions of the County's 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 County, 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 County, its officers, officials, employees or agents.

(2) In any and all claims against the County, 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 County. 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 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 the County's 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 County.

(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 County's 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 County 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 County 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 County incur 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 the County by Contractor pursuant to the Indemnity agreement may be deducted from any payments owed by the County 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 County's 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 County 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 County, 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 County as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, 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 County's 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 County 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 County 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 County. The Contractor shall also instruct the insurer to give the County 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 County as an additional insured of cancellation.

(b) The Contractor shall furnish the County 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 County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's 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 County 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 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 County. If requested by the County, 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 County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County 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 County upon request or at the end of the job using the word processing program and version specified by the County.

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

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 County is a governmental entity, and as such is 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 County 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 County by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the County 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 County's release of records covered under the Public Records Act. The County 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 County 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 County 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 County 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 County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County 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 County 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 County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties:** The Department of Human Services shall be the representative of the County 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 County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The 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 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 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 County may terminate this Agreement 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 Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the 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 County 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 County 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 County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County 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 County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County 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 County from implementing such lawful and reasonable policies, procedures and practices as the County 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 County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County 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 a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

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 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. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

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 a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client 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" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or 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 a Client'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 a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client'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. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

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 specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

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

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

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 steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "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.

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

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

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

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

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

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

4. Credentials and Minimum Requirements:

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

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

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

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

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

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

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

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

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

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

from providing services under this Program Agreement.

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

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , 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; and

(2) Attached Exhibits.

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

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

a. The DDA region shall:

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

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

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

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

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

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

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

(8) Work with the County when terminating services;

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

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

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

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

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

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

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

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

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

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

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

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

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

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

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed 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 County Service Authorization (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 and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(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 higher 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 Client'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. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

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

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

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) 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*).

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

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

(e) 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).

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

(g) 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 Clients to have full access to the greater community;

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

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

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

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

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

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Empioyment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are 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 in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

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

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

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

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

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

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

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

(c) Other Activities.

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

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

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

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

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine 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 a Client'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 a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

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

funding.

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

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

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

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

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

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

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

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

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

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

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

a. Ensure the security of Confidential Information, and

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

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

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

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

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Encrypt the Data.

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

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

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

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

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

iii. Taking frequent inventories.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Data Segregation.

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

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

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

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

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

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

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

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

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

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

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

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

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	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

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 County.

3. **Service Unit Definitions:**

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

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

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

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

Washington State Department of Social & Health Services

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

Medicaid Provider Disclosure Statement

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

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

Sections:

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

I. Enrolling Provider's Information (see instructions)

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

II. Individuals with Ownership Interest (see instructions)

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

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

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

III. Managing Employees and Other Controlling Interests (continued)

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

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

MAILING ADDRESS	CITY	STATE ZIP CODE

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

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

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

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

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

MAILING ADDRESS	CITY	STATE ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

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

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

V. Subcontractor Information (see instructions)

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

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

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

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

VI. Criminal Offenses (see instructions)

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

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

VII. Suspension or Debarment (see instructions)

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

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

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

VIII. Status Changes (see instructions)

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

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

If yes, list date of change in operations: _____

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

If yes, when?

IX. Signature (see instructions)

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

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

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

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

Instructions by Section:

I. Enrolling Provider's Information

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

II. Individuals with Ownership Interest

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

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

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

III. Managing Employees and other Controlling Interests

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

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

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

IV. Organizations with Ownership Interest or Management Interest

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

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

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

V. Subcontractor Information

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

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

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

VI. Criminal Offenses

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

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

VII. Suspension or Debarment

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

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

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

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

Definitions

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

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

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

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

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

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

Person with an ownership or control interest

A person or corporation that:

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

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

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

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

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

Subcontractor

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

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

How to calculate ownership percentages:

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

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

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

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

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

Exhibit D Travel Policy

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

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

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

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County 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 County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

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 County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's 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 County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

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 County 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 County.

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 County.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/26/23
Subject:	Contract with Entrust Community Services
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with the Entrust Community Services to receive funds in order to provide developmental disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

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 1080 Human Services Budget

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-ENT-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND ENTRUST COMMUNITY SERVICES

WHEREAS, the Benton County Human Services Department has contracted with Entrust Community Services to provide developmental disabilities support services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Entrust Community Services for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-ENT-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-ENT-00 between Benton County Department of Human Services and Entrust Community Services to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

Dated this . . . day of . . .. , 2023

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-ENT-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and Entrust Community Services, a Washington State Not-For-Profit Corporation, with its principal offices at PO BOX 9727, Yakima, WA 98909. (hereinafter "Contractor").

County 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
213 S. 11th Ave.
Yakima, WA 98909
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..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2024
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: CEO Date: 9/11/23

For Benton County:

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

Approved as to Content Approved as to Form

_____ _____
Department of Human Services Deputy 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) County Representative means any County employee who has been delegated with contract-signing authority by the County 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 County 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 County 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 County.

(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 Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the County 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 County.

(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 County.

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 County's 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 County 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 County 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 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 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 contract representative or designee. All rulings, orders, instructions and decisions of the County's 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 County, 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 County, its officers, officials, employees or agents.

(2) In any and all claims against the County, 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 County. 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 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 the County's 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 County.

(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 County's 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 County 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 County 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 County incur 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 the County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the County 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 County's 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 County 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 County, 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 County as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, 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 County's 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 County 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 County 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 County. The Contractor shall also instruct the insurer to give the County 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 County as an additional insured of cancellation.

(b) The Contractor shall furnish the County 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 County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's 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 County 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 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 County. If requested by the County, 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 County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County 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 County upon request or at the end of the job using the word processing program and version specified by the County.

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

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 County is a governmental entity, and as such is 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 County 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 County by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the County 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 County's release of records covered under the Public Records Act. The County 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 County 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 County 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 County 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 County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. 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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County 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 County 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 County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. Relationship of the Parties: The Department of Human Services shall be the representative of the County 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 County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The 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 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 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 County may terminate this Agreement 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 Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the 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 County 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 County 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 County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County 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 County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County 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 County from implementing such lawful and reasonable policies, procedures and practices as the County 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 County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County 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 a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

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 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. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

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 a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client 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" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or 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 a Client'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 a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client'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. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

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 specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

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

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

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 steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "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.

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

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

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

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

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

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

4. Credentials and Minimum Requirements:

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

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

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

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

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

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

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

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

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

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

from providing services under this Program Agreement.

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

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , 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; and

(2) Attached Exhibits.

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

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

a. The DDA region shall:

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

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

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

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

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

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

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

(8) Work with the County when terminating services;

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

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

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

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

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

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

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

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

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

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

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

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

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

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

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed 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 County Service Authorization (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 and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(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 higher 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 Client'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. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

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

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

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) 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*).

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

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

(e) 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).

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

(g) 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 Clients to have full access to the greater community;

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

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

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

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

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

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are 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 in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

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

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

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

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

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

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

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

(c) Other Activities.

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

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

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

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

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine 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 a Client'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 a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

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

funding.

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

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

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

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

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

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

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

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

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

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

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

a. Ensure the security of Confidential Information, and

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

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

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

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

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Encrypt the Data.

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

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

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

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

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

iii. Taking frequent inventories.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Data Segregation.**

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

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

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

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

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

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

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

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

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

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

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

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

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	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

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 County.

3. **Service Unit Definitions:**

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

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

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

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

Washington State Department of Social & Health Services

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

Medicaid Provider Disclosure Statement

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

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

Sections:

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

I. Enrolling Provider's Information (see instructions)

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

II. Individuals with Ownership Interest (see instructions)

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

III. Managing Employees and Other Controlling Interests (continued)

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

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

MAILING ADDRESS	CITY	STATE	ZIP CODE

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

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

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

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

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

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

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

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

V. Subcontractor Information (see instructions)

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

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

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

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

VI. Criminal Offenses (see instructions)

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

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

VII. Suspension or Debarment (see instructions)

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

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

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

VIII. Status Changes (see instructions)

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

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

If yes, list date of change in operations: _____

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

If yes, when?

IX. Signature (see instructions)

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

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

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

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

Instructions by Section:

I. Enrolling Provider's Information

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

II. Individuals with Ownership Interest

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

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

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

III. Managing Employees and other Controlling Interests

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

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

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

IV. Organizations with Ownership Interest or Management Interest

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

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

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

V. Subcontractor Information

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

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

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

VI. Criminal Offenses

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

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

VII. Suspension or Debarment

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

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

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

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

Definitions

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

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

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

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

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

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

Person with an ownership or control interest

A person or corporation that:

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

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

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

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

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

Subcontractor

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

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

How to calculate ownership percentages:

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

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

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

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

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

Exhibit D Travel Policy

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

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

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

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County 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 County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

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 County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's 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 County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

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 County 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 County.

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 County.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/26/23
Subject:	Contract with Washington Initiative for Supported Employment (WISE)
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with WISE to provide developmental disabilities services for Benton and Franklin Counties.

Fiscal Impact

Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. There is no impact of the current expense budget. All revenues and expenditures are from the Fund 1080 Human Services Budget.

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTION OF CONTRACT #2023-DDA-WISE-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND WISE

WHEREAS, the Benton County Department of Human Services has contracted with WISE to provide developmental disabilities services for clients and training as needed to contractors; and

WHEREAS, Benton County Department of Human Services has contracted with WISE to provide developmental disabilities services for clients and training as needed to contractors; NOW THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Contract #2023-DDA-WISE-00;

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, Contract #2023-DDA-WISE-00 between Benton County Department of Human Services and WISE, to provide developmental disabilities services for clients and training for contractors for a consideration amount of Fee-For-Service up to $100,000; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

Dated this ..... day of . . . . . ., 2023

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Cc: Human Services; Benton County Commissioners (1)

P.Pederson

BENTON COUNTY
PERSONAL SERVICES CONTRACT
#2023/24-DDA-WISE-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Washington Initiative for Supported Employment (WISE), a not-for-profit entity, under the laws of the State of Washington with its principal offices at 16040 Christensen Rd., Ste. 212, Tukwila, WA 98188 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A - Scope of Work;
b. Exhibit B - Budget Detail and Payment Provsisions

2. DURATION OF CONTRACT.

The term of this Contract shall begin on July 1, 2023 and shall expire on June 30, 2024. 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 innovative training and technical assistance to providers and individuals to ensure that people with intellectual and developmental disabilities are a vital part of the workforce.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Cesilee Coulson
Address:	16040 Christensen Rd., Ste.212 Tukwila, WA 98188
Phone:	206.786.0239
Email:	cesilee@gowise.org

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Pl., Ste. 201 Kennewick, WA 99336
Phone:	509.737.3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with Exhibit B, "Budget" which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to CONTRACTOR under this Contract shall not exceed One hundred thousand dollars ($100,000) from the Developmental

Disabilities Administration grant.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY by the 20th of the month following service delivery. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. Any supplemental invoices shall be submitted within sixty (60) days following the end of the month during which the unbilled services were provided.

f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the

CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent**

performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of

CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

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

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

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

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. AUDIT

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

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

If the CONTRACTOR is a sub-recipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the CONTRACTOR shall notify COUNTY they did not meet the single audit requirement.

10. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

12. DEBARMENT

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

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

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

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

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

13. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

13. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in the Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

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

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service

shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

27. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that

CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: Clerk of the Board

_____

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: _____

FOR: Washington Initiative for Supported Employment

_____
Signature

Assistant Ex. Director
Title:

Susan M. Harrell
Print Name

Approved as to Content:

_____
Dept of Human Services Manager

Exhibit A

WISE 2023-2024 Specialty Offerings

Training Project or Activity	Description	Price	Notes
Statewide Training Offerings			
Wise Learning Center (WLC) Memberships	Our e-learning portal powered by Litmos hosts over 300+ hours of on-demand training content. Our content includes an On-Demand Library, À La Carte Collections, CESP pre-approved courses, and additional training offerings.	No cost/fee for WA State residents.	Entire Library - Individual Membership Fees: • $40 monthly membership • $100 quarterly membership • $350 annual membership Training Collection – Individual Membership Fees: • $100 annual membership
Wise Online Academy 200 Series Program	An advanced level training program which provides an intensive course of study guided by a professional mentor and includes participation in student cohorts. The program is intended for employment professionals who have some experience and training in delivering community-based employment services and seek to continue developing their skills to support individuals with intellectual and developmental disabilities to gain employment.	$2500 per seat	The program is offered in three sequential courses 6-week courses from January – June 2024.
Wise Online Academy 100 Series	Association of Community Rehabilitation Educators (ACRE)-endorsed curriculum that supports employment service competencies and results in a Customized Employment Certificate of Completion. The series consists of three courses offered once per quarter	$250 per seat/per course **or** $750 for series	WA State offers this course at a discount of $225 per seat/per course or $675 on a first come, first served for 120 WA State DDA funded employment professionals. WA State Counties can fund additional WOA seats (pre-determined number, or on a registered case by case basis). Payment is for registering for the course, not completing it.

WISE 2023-2024 Specialty Offerings

	with one on-demand course to complete the series.		
Wise Webinar Series	Wise partners with consultants and advocates to offer a weekly webinar series that covers a wide range of topics related to supporting individuals with intellectual disabilities. Recordings of each live event are added to the Wise Learning Center and made available as on-demands.	Free	36 webinars run throughout the fiscal year with 1-hour events held on Wednesdays, 11am-12pm PST
Benefit U	Benefits planning services are available to people aged 14 and older who access services through DDA and have goals or questions about their disability related benefits.	Available in WA State only at no cost	Initial intakes can be scheduled through the link on the BenefitU Service Eligibility page.
2024 Community Summit	The Community Summit continues a long tradition of conferences that have focused on expanding access to supported employment, supported living, and assistive technology. Launched in 2013, the Community Summit was conceived to continue the work of transforming systems and building inclusive communities where people can live the life they want for themselves.	Conference rates TBD May 7-9, 2024	Wenatchee Convention Center

WISE 2023-2024 Specialty Offerings

WA Counties Training Program & Gatherings	Onboarding new County Coordinators, Training & Technical Assistance, and statewide gatherings. Content will cover County Development, Transition, Employment, and Community Inclusion. Wise will build, capture, and gather content for County Training library on the WLC. Online Trainings, Technical Assistance from Wise & Mary Strehlow.	Covered by DDA	The County Coordinator development primary focus will be on new County Coordinator who began their coordinator position during COVID19.
***Say YES!* to Employment Services and Community Inclusion Careers**	Providers and Counties working together will raise awareness of the career opportunities in Employment and Community Inclusion Services. This will build a larger, better prepared, and more diverse candidate pool from which to hire. This will directly address the staffing crisis within the field to impact opportunities to improve outcomes. New recruiting and staffing job board, and statewide marketing campaign supported by Training and TA to provider agencies focusing on inclusive social media, recruiting, and hiring practices.	Fees are based on the number of organizations within the county that may be accessing the project: CCSE Proposal.docx	County funding participation is based on a collaborative model of approved fees from WA DDA.
Technical Assistance to Agencies			
Plan to Placement Cohort	A six-session course bringing employment consultants together with job seekers with disabilities	$750 per seat class size = 18- 25	Employment providers are required to bring a job seeker to walk through a person-centered employment plan.

WISE 2023-2024 Specialty Offerings

	and their teams to identify skills and abilities and to discuss how these may be transferrable to a job. This series is designed to strengthen the skillset of a group of supported employment providers and/or Transition Specialists through coaching and mentoring. The cohort will work together to skillfully gather Person-Centered Employment Planning information and assist job seekers in obtaining competitive integrated employment that fits their skills and desired needs.		
Recruit, Cultivate, and Retain	For Program Managers and/or Managers of Quality Assurance/Staff Development who are leading teams of Employment and Community Inclusion specialists, managing quality of services and who are interested in strategies to lead during times of change. Spend time building community, challenging our thinking, and advancing services.	Class size = 15 – 30 $750 per seat	Leadership development for program managers
Person Centered Planning Facilitator Training	Participants of this multiday training will learn the process of Person-Centered Planning and how to facilitate PCP meetings.	$1000 per person	Class size minimum of 10 and/up to 24 (beyond that negotiated)
Community Inclusion Bootcamps	The Community Inclusion Bootcamp is 2.5-day skills-based deep dive into person-centered planning, community mapping/informational	15 – 25 people at $9200 per person	Will include a monthly CoP as follow up for 12 months

WISE 2023-2024 Specialty Offerings

	interviewing, and proposal/plan development. Emphasis will be on assisting people and their teams to define their vision for greater community inclusion, explore the community for possibilities, and develop plans to achieve the vision, with an eye toward continuous improvement. Throughout the process and during cohort sessions, students will learn to develop portfolios (low and high tech/online portraits of competence).		
Customized Employment On-Site ACRE Certification	This in-person, customized employment training is an Association of Community Rehabilitation Educators (ACRE)-endorsed curriculum that supports employment service competencies and results in a Customized Employment Certificate of Completion. This in-person, 40-hour training consists of instructor-led lectures and discussion combined with hands-on, practical learning opportunities in all aspects of Customized Employment. From values and beliefs, to discovery, employer engagement, and job retention, this Customized Employment training provides the tools needed to elevate the	Flat Fee of $30,000 and includes up to 30 students.	*Active students will be provided a 3-month membership to the Wise Learning Center.

WISE 2023-2024 Specialty Offerings

	standard and practices of equitable employment.		
System Improvements			
Consultation/ Training	Wise provides a range of consultation efforts for government partners. Examples include: • Employment policy development • Employment outcome analysis • Community TA and Training plans	Hourly rates	
County PATH Plan	Wise Training and TA staff will facilitate a graphically recorded path plan meeting that focuses on services provided in your community. Ongoing support and follow-up support will be provided by the 2 staff facilitators. One additional TA staff with identified expertise to support the implementation of the plan will be available.	$11,000 for submission of completed PATH Plan and $11,000 at the completion of the 6-month period.	The fee includes professional services hours, travel, and incidentals for 3 Wise staff. Project duration of no longer than 6 months unless further negotiated.
Positive Behavior Support Specialization Cohort	Provides Employment Professionals with the unique opportunity to learn how to be Positive Behavior Support Specialists for their agencies and others.	$5,500 per seat	Five-month virtual course series led by Shaun Wood Offered Spring 2024– Dates TBD Up to 22 hours of OnDemand content and live discussion, up to 48 hours of hands-on

WISE 2023-2024 Specialty Offerings

	Providers who complete this training are prepared to consult, train, and support other community-based providers with PBS principles.		practicum, and up to 10 hours of coaching from instructor
Investment Projects: Equity and Diversity Video Series	Creating stories approximately 10 minutes in length, promoting employment and inclusion statewide. Priority will be given to historically marginalized or under-served communities and community members. Organizations wishing to participate will receive training and support to assist them in capturing content related to employment and community inclusion.	$20,000 per agency registration • $10,000 to Wise and $10,000 to agency	Typically, an 8-week duration
Investment Project: Organizational Development	Participating organizations will receive support to develop a customized online training site in the Wise Learning Center. The training site will allow the program management to further customize, track, analyze, and self-manage the organization's training program content. This project aims to foster collaboration, resource sharing, and development of innovative methods for training of staff in the supported employment and community inclusion fields.	$20,000 per agency registration • $10,000 to Wise and $10,000 to Agency (if provided by funding entity)	Typically, a 6-week duration
Investment Project:	Providing technology and training to allow for accurate and effective language access for more diversity	$20,000 per agency registration • $10,000 to Wise and 2 ILAs to agency and $5,000	Typically offered in an 8-week duration

WISE 2023-2024 Specialty Offerings

Language Access: Tools, Training & Access	in staffing and customer service through an Instant Language Assistant (ILA) which provides instant translation and transcribing of over 250 languages including American Sign Language. Each organization will identify two staff members who will receive training and an ILA device.		
School to Work			
Website Portfolio Course	This hands-on interactive course teaches educators and employment providers how to support students/job seekers to develop a dynamic website portfolio showcasing their gifts and talents. Website portfolios can support people with finding a job, building their networks, and creating strong connections in their community.	$1750 per seat	12-week course is designed for educators and employment specialists to learn how to support their students or customers in creating a website portfolio to market their gifts, interests, and skills. Class size will be 8 – 10 students. Course will be run twice annually (July – June)
Plan to Placement Cohort	*Under TA to Agencies. Can be customized to run for teachers and students in school to work transition programs.		
Video Resumes	Training to Agencies- 3 Hour Workshop on Video resumes and Marketing portfolios. • How to create video resumes • Ongoing mentorship and support as needed on topic.	Hourly fees or negotiated for a specific sized group of agencies.	
TA to Employers			

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NDEAM Events	Support in planning a National Disability Employment Awareness Month event. • Consultation with team/planning committee to determine what type of event best suits your community • Support with coordination and preparation for event and day-of event logistics Support can include securing an event location, scripting for the event, coordinating keynote speakers, facilitating community stories, and marketing the event.	• Hourly rates • Expenses related to venue, supplies, refreshments, etc. can be facilitated and funded through the contract on a cost reimbursement basis	
Consultation/ Training	Wise provides a range of consultation efforts for employers focused on inclusive hiring practices: • Creating a Culture of Inclusive Hiring • Creative and Non-Traditional Hiring practices to support an inclusive workforce.	• Hourly Rates • Membership in the Wise Learning Center	
Families and People with Disabilities			

WISE 2023-2024 Specialty Offerings

<table>
<tr>
<td>Start Now Program</td>
<td>A hands-on interactive workshop series for Middle, High School and Transition age Students and their families that offers tools to help them to begin thinking and preparing for future community employment and life. It emphasizes practical skills and is family friendly, community based, and Person-Centered. Individuals will leave with a one-page profile.</td>
<td>
<table>
<tr><td>Session Prep</td><td>18 hours</td></tr>
<tr><td>Content delivery</td><td>36 hours</td></tr>
<tr><td>Logistics & marketing</td><td>8 hours</td></tr>
<tr><td>Materials modification and Customization</td><td>10 hours</td></tr>
<tr><td>Travel expenses (additional)</td><td>Per Diem rates plus mileage or airfare - TBD</td></tr>
<tr><td>Course Fee:</td><td>$12,000</td></tr>
</table>
</td>
<td>8-9 sessions- Once a month with separate student and parent tracks.
Virtual Course
Class Size: 6-10 individuals + families/caregivers (20 – 30 people total)
2 Trainers that will work with the local entities for planning/logistics.
Session duration: 2 hours</td>
</tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr>
<td>Start NOW – Train the Trainer</td>
<td>In the train the trainer sessions, you will learn about the Start Now program, the values that shape it and will be guided through the process of how to develop, customize and implement it in your local community. People who attend the training will have full access to the manual and materials for the program as well as ongoing coaching.</td>
<td>
<table>
<tr><td>Pre-work and logistics</td><td>6 hours</td></tr>
<tr><td>Content Delivery (2 Trainers)</td><td>28 hours</td></tr>
<tr><td>Materials modification and Customization</td><td>8 hours</td></tr>
<tr><td>Ongoing support</td><td>8 hours</td></tr>
<tr><td>Travel expenses (additional)</td><td>Per Diem rates plus mileage or airfare - TBD</td></tr>
<tr><td>Total Fees:</td><td>50 hours ($8250) + travel ($1750)</td></tr>
<tr><td>Course Fee:</td><td>$1000 per person</td></tr>
</table>
</td>
<td>8-9 sessions- Once a month with separate student and parent tracks.
In person
Class Size: 5 – 10 people
2 Trainers
Session duration: 2 hours
Students will retain the ability to use the material for delivering the program.</td>
</tr>
<tr>
<td>Project Next</td>
<td>NEXT is an exciting series of workshops that are designed to help individuals, their families and their supporters as their employment program moves forward to Community Integrated Employment. It helps them discover</td>
<td>Virtual Course Fee: $10,000
In Person Course: $5500 (*plus travel expenses)</td>
<td><u>Virtual Course</u>
8 sessions- Once a week
Class Size: 6-10 individuals + families/caregivers (20 – 30 people total)
2 Trainers that will work with the local entities for planning/logistics.
Session duration: 2 hours
<u>In Person 2 Day Course</u></td>
</tr>
</table>

WISE 2023-2024 Specialty Offerings

	possibilities through facilitated discussion, informational sessions, and person-centered activities. The sessions will help them learn what is going to happen, how the process works, what skills they will need to be successful, who is going to help and support them and they will explore what they want for their lives. Together they will discover possibilities for what is NEXT!		• Class size: 20 – 30 people (6-10 individuals with families/caregivers) • 2 Trainers • Training 9:00 – 4:00 p.m. *does not include lunch
Project Next Train the Trainer	NEXT is an exciting series of workshops that are designed to help individuals, their families and their supporters as their employment program moves forward to Community Integrated Employment. It helps them discover possibilities through facilitated discussion, informational sessions, and person-centered activities. The sessions will help them learn what is going to happen, how the process works, what skills they will need to be successful, who is going to help and support them and they will explore what they want for their lives. Together they will discover possibilities for what is NEXT! In the train the trainer sessions, you will learn about the Next program, the values that shape it and will be guided through the process of how to	Estimate was 26 hours + travel expenses • 6-hour training • Prep at 10 hours • Ongoing support at 8 hours • Estimate of $4500 plus expenses	• **Class size:** 5 – 10 people • **2 trainers** • **Training from 9:00 – 4:00**

WISE 2023-2024 Specialty Offerings

	develop, customize and implement it in your local community. People who attend the training will have full access to the manual and materials for the program as well as ongoing coaching.		
Learning from Our Best Teachers	Ongoing training being developed by people with lived experience with disabilities. Support and development consultation provided by Chuck Goodwin. All content is delivered live in webinar format and then produced for the Wise Learning Center.	**$7500 per module**	Includes coaching, content development support, speakers fee, production and live webinar supports (registration, meeting management, recording, editing, accessibility needs) Content currently available: PWD Chuck Goodwin Stories Project - Learning From Our Best Teachers Series 2023.docx
Asynchronous Training Development– To Be Added			

Exhibit B
Budget Detail and Payment Provisions

1. **Invoicing and Payment**

A. Upon completion of project activities as provided in Exhibit A Scope of Work, and upon receipt and approval of the invoices, the County agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Agreement Number #2023-DDA-WISE-00 and shall be submitted in triplicate not more frequently than monthly in arrears to:

Benton County Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336

C. Invoices shall:
1) Be prepared on Contractor letterhead.
2) Be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Scope Of Work under this Agreement.
3) Bear the Contractor's name as shown on the Agreement.
4) Identify the billing and/or performance period covered by the invoice.
5) Itemize costs for the billing period in the same or greater level of detail as indicated in this
1. Agreement.

2. **Amounts Payable**

A. The amounts payable under this Grant shall not exceed:

1) $100,000 for the budget period of 07/01/23 through 06/30/24.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

3. **Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/26/23
Subject:	Contract with Compass Career Solutions
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to re-contract with Dungarvin Washington, LLC dba Compass Career Solutions to receive funds in order to provide Developmental Disabilities support services in both Benton and Franklin Counties.

Fiscal Impact

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 1080 Human Services Budget.

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AGREEMENT NO. 23-24-DD-COMP-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SUPPORT SERVICES BETWEEN THE BENTON COUNTY HUMAN SERVICES AND COMPASS CAREER SOLUTIONS, A DELAWARE LIMITED LIABILITY CORPORATION.

WHEREAS, the Benton County Human Services Department has contracted with Compass Career Solutions, a Delaware Limited Liability Corporation, to provide developmental disabilities support services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Compass Career Solutions, a Delaware Limited Liability Corporation for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-DD-COMP-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-DD-COMP-00 between Benton County Department of Human Services and Compass Career Solutions, a Delaware Limited Liability Corporation, to provide developmental disabilities support services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

Dated this . . . day of . . . . . , 2023

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

P. Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #23/24-DD-COMP-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and Compass Career Solutions LLC, A Delaware Limited Liability Company, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224. (hereinafter "Contractor").

County 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:
Brandy Gerdes-Schulz, Senior Director
Compass Career Solutions LLC,
A Delaware Limited Liability Company
5709 West Sunset Hwy., Ste. 100 Spokane, WA 99224
Phone: 509.328.2740 / Fax: 509.326.9207
E-Mail: bschulz@careersbycompass.com

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

Agreement Start Date..... July 1, 2023
Agreement End Date (unless terminated sooner as set forth herein this Agreement)..... June 30, 2024
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: Senior Director Date: 9/11/2023

For Benton County:

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

Approved as to Content
_____
Department of Human Services

Approved as to Form
_____, DPA
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) **County Representative** means any County employee who has been delegated with contract-signing authority by the County 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 County 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 County 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 County.

(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 Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the County 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 County.

(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 County.

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 County's 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 County 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 County 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 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 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 contract representative or designee. All rulings, orders, instructions and decisions of the County's 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 County, 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 County, its officers, officials, employees or agents.

(2) In any and all claims against the County, 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 County. 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 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 the County's 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 County.

(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 County's 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 County 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 County 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 County incur 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 the County by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the County 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 County's 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 County 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 County, 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 County as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, 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 County's 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 County 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 County 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 County. The Contractor shall also instruct the insurer to give the County 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 County as an additional insured of cancellation.

(b) The Contractor shall furnish the County 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 County as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the County's contract representative. The address of the certificate holder shall be shown as the current address of the County's 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 County 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 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 County. If requested by the County, 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 County. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County 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 County upon request or at the end of the job using the word processing program and version specified by the County.

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

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 County is a governmental entity, and as such is 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 County 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 County by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the County 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 County's release of records covered under the Public Records Act. The County 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 County 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 County 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 County 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 County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. 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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the County 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 County 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 County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. Relationship of the Parties: The Department of Human Services shall be the representative of the County 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 County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services. The 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 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 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 County may terminate this Agreement 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 Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the 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 County 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 County 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 County, the County may immediately terminate this Agreement by so notifying the Contractor, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the County, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the County's contract representative. In the event of termination, the County shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the County 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 County within seven (7) calendar days of the notice of termination a Transition Plan to assist the County 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 County from implementing such lawful and reasonable policies, procedures and practices as the County 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 County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County 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 a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA Clients.

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 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. . "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

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 a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client 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" means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests

and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or 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 a Client'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 a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client'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. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. DDA Regional office (DDA Region)" means the regional DDA office that supports DDA Clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

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 specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

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

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

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 steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care. "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.

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

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

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

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

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

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

4. Credentials and Minimum Requirements:

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

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

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

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

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

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

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

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

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

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

from providing services under this Program Agreement.

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

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, Incident Management and Reporting Requirements for County and County-Contracted Providers , 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; and

(2) Attached Exhibits.

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

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

a. The DDA region shall:

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

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

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

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

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

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

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

(8) Work with the County when terminating services;

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

(10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

(1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;

(2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;

(3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the DDA Head Quarters on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;

(7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

(8) Provide a copy of each subcontractor's contract upon written request from DDA; and

(9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System (BARS) Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

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

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

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

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

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

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

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

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

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

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

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

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

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed 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 County Service Authorization (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 and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(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 higher 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 Client'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. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer,

the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

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

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

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) 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*).

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

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

(e) 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).

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

(g) 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 Clients to have full access to the greater community;

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

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

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

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

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

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

(1) Billing requests;

(2) Service provider address and phone number maintenance;

(3) Evaluation dates;

(4) Employment outcome information; and

(5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02

- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are 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 in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

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

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides

limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B.** The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget/Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Supports are based on authorized clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when Clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

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

(1) Administration: Costs of the County Human Services Department or similar county office,

responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

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

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

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

(c) Other Activities.

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

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

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

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

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine 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 a Client'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 a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

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

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

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

funding.

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

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

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

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

f. Program Administration: The County will provide program administration and coordination costs including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration costs can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

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

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

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B.** Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of $2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties

will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

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

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

4. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

5. **Confidential Information.** All Counties and their subcontractors must:

   a. Ensure the security of Confidential Information, and

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

      (1) Using a Trusted Network; or

      (2) Encrypting the Confidential Information, including:

         (a) Email and/or email attachments

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

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

7. **Supersession of Prior Data Security Agreement**. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the parties.

Exhibit A - Data Security Requirements

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

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

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

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

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Encrypt the Data.

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

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

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

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

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

iii. Taking frequent inventories.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Data Segregation.**

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

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

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

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

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

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

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

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

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

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

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

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES
SCHEDULE July 1, 2023 – June 30, 2024

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	$91.00	Hour
	Community Integrated Individual Activity	$91.00	
.64 Individual Employment	Individual Employment Activities	$105.00	Hour
.67 Community Inclusion	$61.00		

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 County.

3. **Service Unit Definitions:**

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

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

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

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

Washington State Department of Social & Health Services

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

Medicaid Provider Disclosure Statement

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

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

Sections:

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

I. Enrolling Provider's Information (see instructions)

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

II. Individuals with Ownership Interest (see instructions)

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

III. Managing Employees and Other Controlling Interests (continued)

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

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

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

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

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

MAILING ADDRESS	CITY	STATE	ZIP CODE

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

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

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

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

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

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

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

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

V. Subcontractor Information (see instructions)

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

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

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

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

VI. Criminal Offenses (see instructions)

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

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

VII. Suspension or Debarment (see instructions)

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

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

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

VIII. Status Changes (see instructions)

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

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

If yes, list date of change in operations: _____

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

If yes, when?

IX. Signature (see instructions)

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

NAME OF INDIVIDUAL COMPLETING THIS FORM

TITLE OF INDIVIDUAL COMPLETING THIS FORM

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM DATE

Instructions for the Medicaid Provider Disclosure Statement

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

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

Instructions by Section:

I. **Enrolling Provider's Information**

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

II. **Individuals with Ownership Interest**

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

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

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

III. **Managing Employees and other Controlling Interests**

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

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

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. **Organizations with Ownership Interest or Management Interest**

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. **Subcontractor Information**

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership Interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the County.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin County 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 County.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin County.

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 County.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other County's 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 County will reimburse no more than the following amounts per meal:

Breakfast:	$14.00
Lunch:	$17.00
Dinner	$28.00

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 County 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 County.

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 County.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 26, 2023
Subject:	Approving the Purchase of Two Precision 3571 or Comparable Model Laptops, Two Thunderbolt Docks, and Four 27-inch Monitors for the Public Works Department from Dell Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Shela Berry

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

Public Works has requested to purchase new laptops, docks, and monitors for their Road 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. Laptops and docks will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108/05815-003.

Fiscal Impact

Amount: **$5,600 excluding WSST.**

Fund: **Approved Public Works 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of two Precision 3571 or comparable model laptops, two Thunderbolt docks, and four 27-inch monitors in an amount not to exceed $5,600 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO PRECISION 3571 OR COMPARABLE MODEL LAPTOPS, TWO THUNDERBOLT DOCKS, AND FOUR 27-INCH MONITORS FOR THE PUBLIC WORKS DEPARTMENT FROM DELL INC.

WHEREAS, the Public Works Department has made a request to purchase two laptops, two docks, and four monitors for their Road Department; and

WHEREAS, Information Technology recommends purchasing two Precision 3571 or comparable model laptops, two Thunderbolt docks, and four 27-inch monitors from Dell Inc.; and

WHEREAS, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES) an agency of the State; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108 /05815-003; and

WHEREAS, per Resolution 2019-753, 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 approves the purchase of two Precision 3571 or comparable model laptops, two Thunderbolt docks, and four 27-inch monitors for the Public Works Office from Dell Inc. in an amount not to exceed $5,600 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased laptops, docks, and monitors will be enrolled into Central Services Replacement Fund (1320).

Dated this 26 day of September , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Public Works

Prepared by: R. Heard

Savings	$1,851.11
Subtotal (4)	**$2,324.36**
Estimated Shipping	$0.00
ecomm_Labels: cart_SalesTax_fee_label	$202.21
Total	**$2,526.57**

Details

Standard Configuration PRECISION 16GB RAM, 520GB SSD, Dock, and 2-27 inch monitors
Quote number # 3000161183791

Created September 15, 2023
Expires October 15, 2023
Created by
robert.heard@co.benton.wa.us

Billing

Order contact
Robert Heard Benton County IT
Contract Code: C000000010849
Customer agreement number: NASPO MNWNC-108/05815-003
Phone number: (509) 786-5603
Additional::
robert.heard@co.benton.wa.us

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology Dept
Benton County
7122 W Okanogan Pl, Kennewick, WA, 99336-2359
Phone number: (509) 786-5603
Additional::
CENTRAL.SERVICES@CO.BENTON.WA.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total

Bundle: Precision 3571 - Build Your Own



Precision 3571 - Build Your Own	1	$3,390.50	$3,390.50

Discounted unit price: $1,763.99
Contract Code: C000000010849
Estimated Delivery
FREE Standard Delivery to 99336-2359 by Friday, September 29, 2023

Catalog Number: 84 / xctop3571usr

Category	Description	Code	SKU	ID
Base	Dell Mobile Precision Workstation 3571 CTO	GNGZSW0	[210-BDTJ]	1
Processor	12th Gen Intel® Core™ i7-12800H, vPro® (24MB cache, 14 core, 20 thread, 2.40 to 4.80 GHz Turbo, 45W)	GXGY4L7	[379-BEUW]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Office Productivity Software	No Microsoft Office License included	GC7OFJV	[658-BCSB]	1002
Chassis Options	Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	G8IQFZ9	[329-BGSE]	149
Video Card	NVIDIA® T600, 4 GB GDDR6	GXD5PWF	[490-BHMO]	6
Display	15.6" FHD 1920 x 1080, 60 Hz, 400 nit, non-touch, RGB HD Camera and Mic with WLAN + 5G WWAN	GRDV2JS	[391-BGOI]	760
Camera	HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	GW7YKIP	[319-BBJE]	379
Memory	16 GB, 1 x 16 GB, DDR5, 4800 MT/s	GR2B38T	[370-AGZI]	3
Hard Drive	512 GB, M.2 2230, Gen 3 PCIe x4 NVMe, SSD	GO9A01S	[400-BNND]	8
Additional Hard Drive	No Additional Hard Drive	GBAK075	[401-AAGM]	637
Raid Connectivity	NO RAID	G0UXYJZ	[780-BBFE]	1009
Keyboard	English US non-backlit keyboard with numeric keypad, 99-key	GLE3GWZ	[583-BHBH]	4
PalmRest	Single Pointing, No security	GE8O9IS	[346-BHZV]	55

Category	Description	Code	SKU	ID
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GF9TP6I	[555-BHLT]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	6 Cell, 97 Wh	GISKWY9	[451-BCXJ]	112
Power Supply	130W Type-C Power Adapter	GLSA1V7	[492-BDGH]	1015
Systems Management	Intel vPro Technology Enabled	GV4MWAT	[631-ADIF]	49
Resource Media	Resource Media not Included	GJMH5WU	[430-XYGV]	50
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Power Cord	US Power Cord	GB0X9TA	[470-AFGV]	20
Documentation	Safety and Regulatory Documents English,French,Dutch	GDJVQ4P	[340-AGIK]	21
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Wireless Intel AX211 WLAN Driver	GNF6IRM	[555-BHOS]	7
EAN/UPC Labels	No UPC Label	GY0A2B8	[389-BCGW]	292
Packaging	Packaging (DSC + 130W Adapter)	GKAYV3B	[340-DBDC]	465
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Processor Label	Intel® Core™ i7 vPro Enterprise Label	GYT8X1V	[340-CYNX]	749
Dell Application Software	Dell Applications Windows 11	GWP65JH	[525-BBCL] [640-BBLW] [640-BBSC] [658-BBMR] [658-BBRB] [658-BDVK] [658-BEOK]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Security Software	No anti-virus software	GD4K19S	[650-AAAM]	1014
Placemat	Quick Setup Guide for Mobile Precision 3571	GF6T1ER	[340-CZKO]	60
Back Cover	Bottom cover	GQ2ME8U	[354-BBER]	376
Hard Drive Cables and Brackets	No HD/SSD Filler	GY5PANO	[750-ABLD]	705
Services:Hardware Support	4Y ProSupport Plus Next Business Day Onsite with In-Region HW-SW Support and AD and KYHD	PPN4	[997-1069] [997-1091] [997-1129] [997-1137] [997-6067] [997-8367]	29
Transportation from ODM to region	BTO Standard Shipment	G2GRFNL	[800-BBGS]	200080

Premier discount -$1,626.51

Grouped with your Precision 3571 - Build Your Own



Dell Thunderbolt Dock – WD22TB4

1 $374.99 $374.99

Discounted unit price: $254.99

Estimated Delivery

FREE Standard Delivery to 99336-2359 by Thursday, September 21, 2023

Catalog Number: 84 / wd22tb4cc

Category	Description	Code	SKU	ID
BASE,DS,WD22TB4 US 180W	Dell Thunderbolt 4 Dock - WD22TB4	GBNM2HY	[210-BDQH]	1

Category	Description	Code	SKU	ID
Protect your purchase	3Y Basic Hardware Service with Advanced Exchange	G9OGYFH	[872-8550] [872-8557]	29

Premier discount -$120.00



Dell 27 Monitor - P2722H

1 $319.99 $319.99

Discounted unit price: $220.79

Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Thursday, September 21, 2023

Catalog Number: 84 / p2722hcc

Category	Description	Code	SKU	ID
Dell 27 Monitor - P2722H, 68.6cm (27")	Dell 27 Monitor - P2722H, 68.6cm (27")	GI3JWRV	[210-BBCK]	1
Hardware Support Services	3Y Basic Hardware Service with Advanced Exchange	G0AP4EM	[814-5380] [814-5381]	29

Premier discount -$99.20



Logitech MK850 Performance Wireless Keyboard and Mouse Combo

1 $89.99 $89.99

Discounted unit price: $84.59
Manufacturer Part# : 920-008219
Dell Part# : A9633239

Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Thursday, September 21, 2023

Catalog Number: 84 / A9633239

Category	Description	Code	SKU	ID
Logitech MK850 Wireless Keyboard and Mouse Combo			[A9633239]	

Premier discount -$5.40

Bundle Total: $2,324.36

Savings: $1,851.11

Subtotal (4): $2,324.36

Savings	$1,851.11
Subtotal (4)	**$2,324.36**
Estimated Shipping	$0.00
ecomm_Labels: cart_SalesTax_fee_label	$202.21
Total	**$2,526.57**

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Accessibility Anti-Slavery & Human Trafficking

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 26, 2023
Subject:	Amending a 60-month Lease Agreement for One IM C4500 Copier from Ricoh USA, Inc. for the Benton County Office of Public Defense
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement

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 July 18, 2023, the Board approved Resolution 2023-509 that included a lease agreement with Ricoh USA, Inc. for one Ricoh IM C4500 copier. The Resolution approved monthly cost of $292.70 before WSST and does not match the Lease Agreement monthly cost of $296.84 before WSST. An amended Resolution is needed to correct the monthly cost allowance of $296.84 excluding WSST.

Fiscal Impact

Amount: **$4.14 increase or $248.40 over 60 months without WSST.**

Fund: **Office of Public Defense 2023-2024 approved funds.**

Recommendation

Information Technology recommends that the Board approve the amended Resolution that includes the correct monthly cost of $296.84 for one Ricoh IM C4500 copier from Ricoh USA, Inc. for the Benton County Office of Public Defense.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2023-509, A 60-MONTH LEASE AGREEMENT FOR ONE IM C4500 COLOR COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY OFFICE OF PUBLIC DEFENSE

WHEREAS, on July 18, 2023, the Board of Benton County Commissioners approved Resolution 2023-509 that included a lease agreement for one IM C4500 Color Copier from Ricoh USA, Inc. for the Benton County Office of Public Defense; and

WHEREAS, the Ricoh IM C4500 copier monthly cost approved in Resolution 2023-509 do not match the Ricoh IM C4500 Lease Agreement copier monthly cost; and

WHEREAS, the Information Technology Department is presenting a Resolution to amend Resolution 2023-509 per monthly cost allowance to match the 2023-509 Lease Agreement per monthly cost for one IM C4500 Color Copier from Ricoh USA, Inc; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby amends the 60-month lease agreement monthly cost approved in Resolution 2023-509 changing the monthly lease amount from $292.70 to an amount not to exceed $296.84 per month, plus $0.0066 per black/white page and $0.0509 per color page excluding WSST for one Ricoh IM C4500 from Ricoh USA, Inc.; and

BE IT FURTHER RESOLVED, Resolution 2023-509 is hereby amended.

Dated this 26 day of September , 2023

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, OPD

Prepared by: R Heard

RESOLUTION 2023 509

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IM C4500 COLOR COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY OFFICE OF PUBLIC DEFENSE

WHEREAS, the Benton County Office of Public Defense has requested a replacement copier for office use; and

WHEREAS, the Information Technology Department has reviewed Office of Public Defense needs and negotiated a copier lease with Ricoh USA, Inc. for one Ricoh IM C4500 copier; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #06619, NASPO ValuePoint Copiers & Managed Printer Services Contract #14602; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

BE IT FURTHER RESOLVED, said lease shall commence upon copier delivery for 60 months at an amount not to exceed $292.70 per month, plus $0.0066 per black/white page and $0.0509 per color page excluding WSST for one Ricoh IM C4500 copier for the Benton County Office of Public Defense to be paid out of the Office of Public Defense's approved 2023-2024 budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the Statement of Work Amendment attached to the lease agreement.

Dated this 18 day of July , 2023

Chairman of the Board

Jerome Delvin
Approved Telephonically

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, OPD

Prepared by: R Heard

DocuSign Envelope ID: F49FECAC-3DF9-4C9E-86A4-3A7854F31524

LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. 2023 509

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Peniche
Vendor Contact Phone: 509-222-4606
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:	Bill To:
Benton County Office of Public Defense 2nd Floor Benton County Justice Center 7122 W. Okanogan Pl Kennewick, WA 99336	Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336

Estimated Delivery Date: TBD

Line/Model	Description	Term	Unit Price	Total Lease Amt
1	Ricoh IM C4500 - **Office of Public Defense**	60 Months	226.51	13,590.60
	Paper Feed LCIT PB3290			-
	One-Bin Tray BN3130			-
	Internal Finisher SR3250			-
	OCR Unit Type M13			-
	ESP XG-PCS-15D			-
	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONL INC0YR	60 Months	15.36	921.60
	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	60 Months	0.28	16.80
	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	60 Months	0.28	16.80
	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	60 Months	15.36	921.60
	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	60 Months	27.92	1,675.20
	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	60 Months	2.79	167.40
	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	60 Months	3.14	188.40
	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER	60 Months	5.20	312.00
		monthly subttl	296.84	-
			HANDLING =	-
			SUB TOTAL =	17,810.40
			SALES TAX =	1,549.50
			TOTAL ORDER =	19,359.90

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $296.84 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model: IM C4500 - B&W $0.0066 and Color $0.0509 per page

(Lease Agreement - Ricoh USA Page 2)

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602
2. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Manager
Address:
7122 W Okanogan Pl, Kennewick, WA 99350
Phone: 509.786.5603
Fax: 509.786.5601

Approved as to Form (Civil Deputy Prosecutor): DocuSigned by: Lauren Holt D9A9308B87BB475...

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his 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 constitute the original agreement(s) for all purposes.

Vendor Name (Print): Carrie Kelly Title: Account Manager 2 Date: 7/11/2023

Vendor Signature: DocuSigned by: Carrie Kelly 0652DD4DF0EA40B...

Chairman
Benton County
Board of Commissioners: _____ Date: 7/18/23

Chairman Pro-Tem
Benton County
Board of Commissioners: **Jerome Delvin Approved Telephonically** Date: 7.18.23

Commissioner
Benton County
Board of Commissioners: _____ Date: 7/18/2023

DocuSign Envelope ID: F49FECAC-3DF9-4C9E-86A4-3A7854F31524

STATEMENT OF WORK AMENDMENT

RICOH
imagine. change.

FOR POST INSTALLATION PROFESSIONAL SERVICES PROVIDED IN DIRECT RELATIONSHIP TO THE ORIGINAL STATEMENT OF WORK AND EXECUTION OF THE SDA

Form Version 1.1

CUSTOMER INFORMATION

CUSTOMER COMPANY NAME		DATE
Benton County		7/06/2023
STREET ADDRESS	TELPHONE NUMBER	FAX NUMBER
5606 W. Canal Dr., Suite 106	509-786-5603	
CITY, STATE, ZIP CODE		
Kennewick, WA 99336		

BILLING INFORMATION

NAME OF ADDRESSEE FOR BILLING CORRESPONDENCE	CUSTOMER ACCOUNT NUMBER (BILL TO)	CUSTOMER ACCOUNT NUMBER (SHIP TO)
Benton County Information Technology		
BILLING ADDRESS, CITY, STATE, ZIP CODE	FEDERAL IDENTIFICATION NUMBER	PO NUMBER
620 Market Street, Prosser, WA 99350		
NAME AND TITLE OF AUTHORIZED CUSTOMER CONTACT	TELPHONE NUMBER	EMAIL ADDRESS
Robert Heard, Manager IT Department	509-786-5603	Robert.Heard@co.benton.wa.us

SERVICES REQUESTED (TO BE COMPLETED BY RICOH)

RICOH SHALL PROVIDE THE FOLLOWING SERVICES AND DELIVERABLES AS STATED BELOW

Install Streamline software and card readers on one new device.
CPQ-101331

FOR INTERNAL RICOH USE ONLY (REQUIRED)

ORIGINAL SOW / DESIGN RECORD ID#	ORIGINAL SOW EXECUTION DATE	NAME OF RICOH DESIGN LEAD
FSOW 27125518		Steve Margolis
ORIGINAL CASE NAME	SDA EXECUTION DATE (OPTIONAL)	NAME OF SALES REP
		Carrie Kelly

SERVICES FEES (TO BE COMPLETED BY RICOH)

Description of Services	EDP CODE	Hours	Unit Price	Extended Price
Professional Services- installation	PS-TIMERETAINER3-SLNX	1		
The total fees for this Project are included in the lease agreement.				No Cost

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into on this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

	Will McKay Chairman, Board of Benton County Commissioners	July 18, 2023
Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

DocuSigned by: Carrie Kelly D652DD4DE0EA40B...	Carrie Kelly Account Manager 2	7/11/2023
Authorized Ricoh Signature	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

RICOH
imagine. change.

Carrie Kelly
Account Manager 2
carrie.kelly@ricoh-usa.com
Ricoh USA
509.222.4606

Friday, July 7, 2023

PO#_____

Benton County
Attn: Robert Heard
Manager Information Technology Department

Dear Robert:

Thank you for this opportunity to quote you on the following Ricoh equipment. Subject to NASPO Contract 140602 and State of WA 06619.

		60 mo. FMV
1	**Ricoh IM C4500** Paper Feed LCIT PB3290 One-Bin Tray BN3130 Internal Finisher SR3250 OCR Unit Type M13 ESP XG-PCS-15D *CPC: B&W 0.0066, Color 0.0509*	$ 226.51
1	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	$ 15.36
1	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	$ 0.28
1	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	$ 0.28
1	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	$ 15.36
1	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	$ 27.92
1	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	$ 2.79
1	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	$ 3.14
1	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER	$ 5.20
	Lease Total:	**$ 296.84**

Pricing includes delivery, set-up, training and network installation.
Maintenance contract to include all parts, labor, service and all supplies excluding paper and is billed monthly with no minimum committment:

This quote is valid until: Tuesday, July 18, 2023

Best Regards,
Carrie Kelly

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 26, 2023
Subject:	Professional Services Contract with DLR Group for the Jail Door System Upgrade, Remodel of the Interview Area, and Laundry Security Upgrade Project located in the Jail
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Chief Guerrero; Robert Blain; Purchasing Dept.

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Per Resolution 2022-822 the Board of County Commissioners adopted the 2023-2028 Benton County Capital Improvement Plan (CIP) and the Jail Door System Upgrade, Remodel of the Interview Area, and the Laundry Security Upgrade were all projects listed in said CIP.

The Benton County Purchasing Department solicited a Request for Qualifications from five (5) professional consulting firms to provide design services to replace 16 electric cell doors and hardware in D & E pods, remodel the interview area, and laundry security upgrade project all located within the Benton County Jail.

Benton County did not receive any responses by the due date and time. The Director of Operations & Capital Assets reached out to all five (5) firms to follow up and was only successful with getting a response back from DLR Group of Seattle, WA.

DLR provided a proposal for complete architectural and engineering services for said project for an amount not to exceed $102,511, inclusive of all labor, travel, and allowable reimbursable expenses.

Fiscal Impact

Cost: Amount not to exceed $102,511, inclusive of labor, travel, & allowable expenditures.

Fund: D & E Door Upgrade (Jail Depreciation Fund); Laundry Security Upgrade (1/10% Criminal Justice Fund); Interview Area Remodel (Capital)

Recommendation

Approve the attached Resolution and Professional Services Contract for said projects and authorize the Chairman to sign said contract between the Benton County and DLR Group of Seattle, WA.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES CONTRACT WITH DLR GROUP OF SEATTLE, WA FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE JAIL DOOR SYSTEM UPGRADE, REMODEL OF THE INTERVIEW AREA, AND LAUNDRY SECURITY UPGRADE ALL LOCATED IN THE BENTON COUNTY JAIL

WHEREAS, per Resolution 2022-822 the Board of County Commissioners adopted the 2023-2028 Benton County Capital Improvement Plan (CIP), which included the Jail Door System Upgrade, Remodel of the Interview Area, and the Laundry Security Upgrade all located within the jail; and

WHEREAS, the Benton County Purchasing Department solicited a Request for Qualifications from five (5) professional consulting firms to provide design services to replace 16 electric cell doors and hardware in D & E pods, remodel the interview area, and laundry security upgrade project all located within the Benton County Jail, with no responses received by the due date and time; and

WHEREAS, the Director of Operations & Capital Assets reached out to all five (5) firms to follow up and was only successful with getting a response back from DLR Group of Seattle, WA; and

WHEREAS, DLR Group provided a service proposal for complete architectural and engineering services for said projects for an amount not to exceed $102,511.00 excluding W.S.S.T. and inclusive of all labor, travel, and allowable reimbursable expenses; and

WHEREAS, the evaluation team reviewed the proposal and recommends entering into a Professional Services Contract with DLR Group to provide architectural and engineering services for said projects; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Professional Services Contract with DLR Group of Seattle, Washington for the Jail Door System Upgrade, Remodel of the Interview Area, and Laundry Security Upgrade Projects for an amount not to exceed $102,511.00, excluding W.S.S.T. and inclusive of all labor, travel, and allowable reimbursement expenses; and

BE IT FURTHER RESOLVED, said contract shall commence upon signature of both parties and shall terminate on December 31, 2024; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the Professional Services Contract between Benton County and DLR Group of Seattle, WA attached hereto.

Dated this _____ day of _____2023.

_____
Chairman

_____
Chairman Pro-Tem

Attest: _____
Clerk of the Board

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County, Washington

Orig.: Procurement
Cc: Auditor, PA, DLR

L. Small

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DLR GROUP**, a corporation organized under the laws of the State of Washington with its principal offices at 51 University Street, Suite 600, Seattle, WA 98101 (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 – Proposal for Services; and
b. Exhibit B – Fee Proposal

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire on December 31, 2024. 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 Architectural and Engineering Services for the Jail Door Systems Upgrade, Remodel of the Interview Area, and Laundry Security Upgrade projects located at the Benton County Jail at 7122 W Okanogan Pl., Suite B110, Kennewick, WA. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Proposal for Services", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Erica Loynd
Address:	51 University Street, Suite 600 Seattle, WA 98101
Phone:	(206) 461-6059
Email:	eloynd@dlrgroup.com

b. For COUNTY:

Name:	Robert Blain
Address:	7122 W Okanogan Pl., Suite E330 Kennewick, WA 99336
Phone:	(509) 736-2704
Email:	Robert.Blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid set forth in Exhibit B, "Fee Proposal", which is attached hereto and incorporated herein by reference, excluding W.S.S.T.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred two thousand five hundred eleven dollars and zero cents ($102,511.00), inclusive of all labor, travel time, and

reimbursable expenses.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability

pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment

to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee,

gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration

of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and

maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

Dated:_____	Dated: 9/17/2023
BENTON COUNTY, WASHINGTON	**DLR GROUP**
Will McKay, Chairman Benton County Commissioner	Signature
	Principal
Approved as to Form:	Title:
Jeff Aultman, Civil Deputy PA	Erica Loynd Print Name

DLRGROUP

DLR Group inc.
a Washington corporation

51 University Street, Suite 600
Seattle, WA 98101

August 28, 2023

Robert Blain
Benton County
Director of Operations and Capital Assets
7122 W. Okanogan Place, Building D
Kennewick, WA 99336

Re: Project Name: Jail Door Systems Upgrade, Remodel Interview Area, and Laundry Security Upgrade projects
DLR Group Project No.: TBD

Dear Robert:

Thank you for the opportunity to submit a fee proposal for the Benton-Franklin County Jail Upgrades project. I appreciate the continued partnership of DLR Group with the County.

Per our scoping review meeting on August 22, 2023 with the Jail Operations Lieutenant, your team, Chris Nielson, my security consultant, and myself, I have formalized the fee proposal and description of the project to include the following scope broken into three categories. These scopes of work will be designed, bid, and constructed as one single package for contractors. I am providing a list of discussed design criteria that was used to provide the fee proposal.

Scope 1: Laundry room fenced enclosure at washers and dryers
Provide a cage / fenced enclosure at the front of the existing washer and dryer units that will limit access to areas behind the units by inmates or work crew teams.
DLR Group proposed preliminary examples of previous details that the Lieutenant agreed is the desired design solutions.

- Scope includes: As-built of the existing conditions, units, and dimensions on site; confirmation of fence materials; detailing of fastening of new construction to existing floors, walls and ceilings as required; etc. It was noted one washer unit is being replaced and the fencing shall accommodate for the dimensions of that unit.
- Scope does not include: New furnishings or reconfiguration of the laundry room; new equipment or storage operations; significant engineering support to reconfigure the room or units.

Scope 2: Interview room reconfiguration
Provide private interview rooms at the existing location along Corridor 402 and within the existing dimensioned space for attorney – client interviews within the jail.
Benton County provided a sketch of proposed dimensions that may be confirmed and detailed to provide four interview rooms (one of which is ADA accessible).

- Scope includes: New separation walls; new doors to each interview room; new windows that separate public and secured side to provide a paper pass tray and or speak around system.
- Scope does not include: Revising any additional spaces to become a new interview department; significant material changes to the rooms other than required for new construction; more advanced technology for interview areas including but not limited to video visitation.

Scope 3: New slider cell doors in Units D & E of the "old" jail.
Provide new doors for 16 locations that have deteriorated due to use and conditions within the units. Provide new security hardware electric devices.

- Scope includes: 16 slider doors; cuff ports on all doors; electric security hardware devices; security glazing view ports into each room; privacy considerations for the doors adjacent to showers in the dayrooms; consistency with Southern Folger hardware.
- Scope does not include: New frames; reconfiguration of openings into the cells; new security electronic controls to CCR.

As the project development progresses, we are pleased to take on the excluded scope or other advancements that are required but will be negotiated through additional services.

As discussed, the budget for the project in Benton County's capital budget is likely out of date to current pricing. A *very* preliminary rough order of magnitude price, that can be confirmed during design, will be in the range of $600,000.00.

The attached matrix identifies the fee breakdown for this scope of work. This scope includes a total lump sum fee of **$102.511.00 (one hundred two thousand five hundred eleven dollars and zero cents).** This lump sum is inclusive of all labor, travel time and reimbursable expenses.

Thank you again for your partnership with DLR Group. This is an exciting opportunity to bring the best practices to Benton County and ensure you have a plan supportive of your operations and needs in the future.

Sincerely,
DLR Group

Erica J. Loynd
Principal

EL:el

Encl: Fee proposal matrix dated August 28, 2022

cc: Lisa Small, Benton County Procurement and Contract Administrator

Benton County Jail Upgrades

Scope 1: Laundry room fenced enclosure at washers and dryers		
Project definition		$ 4,800
Design Development		$ 8,750
Specifications		$ 1,400
Scope 2: Interview room reconfiguration		
Project definition		$ 4,800
Design Development		$ 10,500
Specifications		$ 2,100
Scope 3: Sixteen new slider cell doors in Units D & E		
Project definition		$ 4,800
Design Development		$ 16,000
Specifications		$ 8,000
Permitting (December)		
at 85% Construction Documents		$ 4,000
Includes intake, review questions, etc.		
Cost estimating		$ 7,500
1 estimate at the time of permitting		
Bidding (February)		$ 6,125
Procurement & Advertisement by Owner		
Pre-bid contractor walk to be provided by Owner		
Construction Administration		$ 14,000
Includes three on site reviews of work by either DLR Group or R&N Systems; submittal review; RFI review; one final punchlist at conclusion of construction; bi-weekly virtual OAC meetings		
Note, it is anticipated that the contractor will prepare all materials and procurement prior to any on site mobilization to minimize on site time with the Benton County Jail Operations		
Subtotal		**$ 92,775**
DLR Group Mark up	10%	$ 6,750
On R&N scope and Cost Estimator		
Reimbursables	3%	$ 2,986
Grand Total		**$ 102,511**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 26, 2023
Subject:	Professional Services Contract with Meier Enterprises, Inc. for A&E Services for the Moderate Risk Waste Facility Ventilation System Upgrade
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement & LeeAnn Holt

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 Purchasing Department utilized the MRSC Roster and selected Meier Enterprises, Inc. from professional consulting firms with expertise in architectural design to provide architectural and engineering services for the Benton County MRWF Ventilation System Upgrade.

The Director of Operations and Capital Programs recommends awarding the Professional Services Contract to Meier Enterprises, Inc. A Professional Services Contract has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Meier Enterprises, Inc.

Fiscal Impact

Amount: **$20,300.00** excluding WSST

$16,300.00 for design and $4,000.00 for as needed construction support

Fund: **Solid Waste Fund 1550**

Recommendation

Approve the attached Resolution and Professional Services Contract between Benton County and Meier Enterprises, Inc. for a contract term commencing upon signature of both parties and terminating December 31, 2024 in an amount not to exceed $20,300.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH MEIER ENTERPRISES, INC. FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY MODERATE RISK WASTE FACILITY VENTILATION SYSTEM UPGRADE

WHEREAS, the Procurement Department and the Public Works Manager utilized the MRSC Roster selection process and Meier Enterprises, Inc. was selected to provide architectural and engineering services for the Benton County Moderate Risk Waste Facility (MRWF) Ventilation System Upgrade; and

WHEREAS, the Director of Operations and Capital Programs recommends awarding the Professional Services Contract to Meier Enterprises, Inc.; and

WHEREAS, a Professional Services Contract was prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and has been executed by Meier Enterprises, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Professional Services Contract with Meier Enterprises, Inc. of Kennewick, Washington to provide professional architectural and engineering services for the Benton County MRWF Ventilation System Upgrade in the amount of $16,300.00, plus any "as needed" construction support in an amount not to exceed $4,000, for a total not to exceed amount of $20,300.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Professional Services Contract between Benton County and Meier Enterprises, Inc. on behalf of the Board; and

BE IT FURTHER RESOLVED, the term of said contract commences upon signature of both parties and shall expire on December 31, 2024.

Dated this 26th day of September, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner
Constituting the Board of County Commissioners of Benton County, Washington.

Attest:…….
Clerk of the Board

Orig.: Procurement
c: Auditor, PA, Meier

D. Hope

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BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ENTERPRISES, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 12 W. Kennewick Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Work & Fees.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2024. 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 mechanical engineering services to modify the existing exhaust systems to property accommodate the various waste storage areas at the Moderate Risk Waste Facility including a gas monitoring system. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Bobbi Keen
Address:	12 W. Kennewick Ave. Kennewick, WA 99336
Phone:	(509) 735-1589
Email:	bakeen@meierinc.com

b. For COUNTY:

Name:	Robert Blain
Address:	7122 W. Okanogan Pl. Suite E330 Kennewick, WA 99336
Phone:	(509) 737-3972
Email:	procurement@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, "Scope of Work & Fees", 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 sixteen thousand three hundred dollars($16,300.00), excluding W.S.S.T. PLUS any "as needed" Construction Support in accordance with rates set in Exhibit A for an amount not exceed four thousand dollars ($4,000.00) excluding WSST.

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c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are

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not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage

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from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7.

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CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

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4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-

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compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. <u>TERMINATION</u>

a. The COUNTY may terminate this Contract in whole or in part

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whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

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11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state,

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and local laws, rules, and regulations in performing this Contract.

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent

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such use is not agreed to in writing by the CONTRACTOR.

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY

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written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

22. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

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25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

27. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records

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related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: 9/18/2023

FOR: BENTON COUNTY

Will McKay, Chairman

Approved as to Form

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...

LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 9/18/2023

FOR: MEIER ENTERPRISES, INC.

DocuSigned by:
Bobbi A Keen
E8B1700FD56748F...

Signature

Controller/Operations Manager

Title:

Bobbi A. Keen

Print Name

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Meier
ARCHITECTURE • ENGINEERING
Celebrating 40 years of Service

EXHIBIT A

PROPOSAL FOR SERVICES

CLIENT: Robert Blain
Benton County
620 Market Street
Prosser, WA 99350

PROJECT: BENTON COUNTY MODERATE RISK WASTE FACILITY EXHAUST

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services. We are confident we have the available staff with the skill set for your Project needs.

Our understanding of the Project is the Moderate Risk Waste Facility (MRWF) is currently served by two exhaust fans with no localized exhaust points within the space. Now that the facility has a proposed layout and defined storage areas, certain areas require localized exhaust per the Washington Administrative Code (WAC) and best practices. Meier is proposing to provide mechanical engineering services to modify the existing exhaust systems to properly accommodate the various storage areas in the facility including a gas monitoring system. The design will be based on the sketches, images, and information provided by the Client on August 22, 2023.

CLIENT RESPONSIBILITIES:
Meier's ability to provide all design services is contingent on the following Client responsibilities:

1. Provide Meier personnel with access to the facility to obtain accurate information on existing conditions and provide ladders or lifts as needed.
2. Provide any available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Proposal.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide written comments for consideration and incorporation into the final stamped documents.

SCOPE OF SERVICES:
Meier agrees to provide the following services relating to this Project:

1. Conduct a site visit to observe the existing conditions and obtain information pertinent to the Project.
2. Review snorkel, hoods, gas detection system, and other local exhaust types with the Client to incorporate into the design.
3. Review heating and cooling load calculations for the MRWF, taking into account the required ventilation levels and desired indoor conditions. Supplemental heating and cooling will be incorporated into the Make-up air design.
4. Develop mechanical drawings showing the following:
    a. Title sheet.
    b. Notes and legends.

12 W. Kennewick Ave. | Kennewick, WA 99336 | M 509.735.1589 | F 509.783.5075 | www.meierinc.com

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   c. Demolition drawings.
   d. Mechanical plan views.
   e. Mechanical details and diagrams.
   f. Mechanical equipment schedules.
5. Electrical design build notes will be included on the plans for electrical modifications required for the HVAC installation.
6. Drawings will be developed in AutoCAD and published electronically in PDF format.
7. Technical specifications will be included on the drawings as necessary.
8. Final documents will be stamped by a Registered Professional Engineer licensed in the State of Washington.
9. Provide completed Washington State Energy Code (WSEC) compliance forms for the mechanical systems.
10. Provide bidding assistance in the form of answering Requests for Information (RFI) and preparing addenda as needed.
11. Assist Benton Count (County) in submitting the plans for permitting and responding to comments from the Authority Having Jurisdiction (AHJ) including revisions to the documents, if needed.
12. Provide construction support in the form of submittal reviews, RFI resolution, reviewing work in progress, holding regular construction meetings, and assisting with the review and preparation of Change Orders.
13. Provide a final walk-through to assist in the development of a punch list.
14. Provide "as-built" drawings incorporating the Contractor's redlines at the end of construction.

ASSUMPTIONS:

1. Any design coordination or design review meetings will be held at the County's offices or by video or tele-conferencing.
2. All design and drawings will be done in accordance with Meier standards including Meier sheet borders where applicable.
3. It is assumed the existing electrical service will be adequate for the HVAC modifications and a change in service will not be required, and the existing panels will be adequate to provide power to any new HVAC equipment.
4. It is assumed a new Makeup Air Unit (MAU) will be included in the design to provide outside air to the space in lieu of using the existing passive louvers. The makeup air unit will include heat and cooling to temper the space.
5. It is assumed the existing structure is capable of supporting the HVAC equipment.

DELIVERABLES:

1. 60% construction documents: Transmitted in electronic PDF format.
2. 90% construction documents: Transmitted in electronic PDF format.
3. 100% stamped construction documents: Transmitted in electronic PDF format.
4. Completed WSEC compliance forms for the mechanical systems.
5. "As-built" drawings after the completion of construction.

SCHEDULE:

Design is expected to be complete within eight (8) weeks of a Notice to Proceed (NTP), plus any review time by the County.

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All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:
Meier will perform design services for a firm fixed fee as follows:

Construction Documents:	$ 15,300
Bidding Support:	$ 1,000
Construction Support:	$ as-needed
Total	$ 16,300

Construction support will be conducted on a time and expense basis at the request of the Client. Meier's standard rates are available upon request.

Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30-day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of scope and fee.

Please mail payments to:
12 W. Kennewick Avenue, Kennewick, WA 99336

OTHER TERMS AND CONDITIONS:
We assume that the County's standard agreement between the Client and Meier will be provided for these services. If not, Meier's standard terms and conditions will apply.

We look forward to working with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any questions, please feel free to contact Colin Bates directly at 509.737.6962 or cmbates@meierinc.com.

APPROVED BY:

Meier Architecture • Engineering

Signature

Colin Bates
Print Name

September 8, 2023
Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/26/2023
Subject:	Interagency Agreement between the WA State AOC & Benton County
Presenter:	N/A
Prepared By:	Tiffany Runge
Reviewed By:	Ryan Brown

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

In 2008 the Superior Court joined all courts within the State of Washington in an application to reimburse individual courts for costs related to court interpreters. The regional application was successful, therefore the Superior Court has entered into an interagency agreement with Washington State Administrative Office of the Courts, annually, since 2008. The Superior Court has once again received funding for fiscal year 2023-2024. The Superior Court is requesting the Board of Benton County Commissioners to authorize the Superior Court to enter into the 2023-2024 Interagency Agreement with Washington State Administrative Office of the Courts for reimbursement of qualified costs for interpreter services consistent with the attached agreement.

Fiscal Impact

Benton County will receive up to a maximum of $68,317.00 in qualified reimbursement costs for interpreter expenses through the Superior Court during the period of July 1, 2023 – June 30, 2024.

Recommendation

I recommend that the Board of County Commissioners for Benton County approve the resolution and authorize the Superior Court to sign Interagency Agreement #IAA24375 between the Washington State Administrative Office of the Courts and Benton County Superior Court.

Suggested Motion

N/A – Consent Agenda.

BENTON COUNTY RESOLUTION

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA24375 BETWEEN BENTON COUNTY SUPERIOR COURT AND WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR REIMBURSEMENT OF INTERPRETER SERVICES

WHEREAS, the Superior Court received notification on August 31, 2023, of available interpreter reimbursement funding to Benton County for the term commencing July 1, 2023 and terminating on June 30, 2024; and

WHEREAS, Tiffany Runge, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Agreement between Washington State Administrative Office of the Courts and Benton County Superior Court be approved as presented for a term commencing July 1, 2023 and terminating on June 30, 2024 for a maximum reimbursement amount of $68,317; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed interpreter reimbursement agreement for the term commencing July 1, 2023 and terminating on June 30, 2024 with a maximum reimbursement amount of $68,317; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Interagency Agreement #IAA24375 between Benton County Superior Court and Washington State Administrative Office of the Courts.

DATED this _____ day of _____, 2023.

_____
Chair of the Board

_____
Commissioner

_____
Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Prepared by: T. Runge

Originals (1): 1-BC Commissioners

INTERAGENCY AGREEMENT IAA24375
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY SUPERIOR COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton County Superior Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court.

I. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq*. The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.

C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).

D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

II. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

A. These funds are intended to address each court's following needs:
   1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
   2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
   3. Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

III. DESCRIPTION OF SERVICES TO BE PROVIDED

A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.

B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.

C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.

D. The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.

E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.

F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

G. The Court is required to have a Language Assistance Plan (LAP) in place to receive reimbursement under this program.

1. Courts must submit the most recent version of their LAP to the AOC Project Manager or certify via email to the Project Manager that the LAP they submitted in FY23 is the latest version.
2. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2023**, regardless of the date of execution and which shall end on **June 30, 2024**.

V. COMPENSATION

A. The Court shall be reimbursed a maximum of $68,317.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2024.

B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.

C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection III.B.*), are received and approved by AOC, pursuant to the following schedule:

1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2023 and September 30, 2023, must be received by the AOC no later than December 29, 2023.
2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2023 and December 31, 2023, must be received by the AOC no later than February 29, 2024.
3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2024 and March 31, 2024, must be received by the AOC no later than May 31, 2024.
4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2024 and June 30, 2024, must be received by the AOC no later than July 15, 2024.

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall submit its A-19 invoices quarterly through the web application.

The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.

F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.

G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

VI. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 through the web application between July 12, 2024 and August 1, 2024.

VII. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

VIII. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data 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 AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

XI. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

XII. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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:

A. Applicable state and federal statutes and rules;
B. This Agreement; and
C. Any other provisions of the agreement, including materials incorporated by reference.

XVI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVIII. 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 which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIX. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov 360-705-5281	Tiffany Runge Court Administrator 7122 W Okanogan Pl. Bldg A Kennewick, WA 99336-2359 Tiffany.Runge@co.benton.wa.us (509) 736-3071

XX. ENTIRE AGREEMENT

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 considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Signature *Date*

Dawn Marie Rubio
Name

State Court Administrator
Title

Court

Signature 9/14/23 *Date*

Jacqueline Shea-Brown
Name

Superior Court Presiding Judge
Title

Approved as to Form:
Ryan Brown, DPA
Ryan Brown, Deputy Prosecuting Attorney

DATED this _____ day of _____, 2023.

_____
Chair of the Board

_____
Commissioner

Attest: _____
Clerk of the Board

_____
Commissioner

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Items,” and services listed under Section 4 “Language Access Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.

b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.

c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Front counter telephonic interpreter services for administrative purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
    - Interpreters skills training for bilingual staff who want to become certified
    - Training for staff who are partly bilingual to improve their skills
    - General training on addressing language access issues.

Items or services not listed above must be pre-approved (via email) by Language

Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. “Failure to appear” means a non-appearance by the LEP or deaf or hard of hearing client,

attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

Finance Presentation

January 1, 2023 – August 31, 2023
General Fund/Current Expense

Finance Presentation

January 1, 2023 – August 31, 2023
Public Safety Tax Fund