

AGENDA

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

TUESDAY, JANUARY 21, 2014

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:00

COUNTY COMMISSIONERS

Chairman Johnson

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Review warrant list

The county commissioners will take this time to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

RECESS.

9:30

COUNTY COMMISSIONERS

- a) Declarations re: conflict of interest
- b) Pledge of Allegiance
- c) Public comment period (time limitations may be imposed)

PLEASE NOTE: If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.

d) **Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

e) **Consent Agenda Items:**

- 1) Resolution _____ - Minutes of County Commissioners' sessions of January 13 and 14, 2014
- 2) Resolution _____ - Approving addendums to agreements for District Court Collection Services resolution pg 2

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING ADDENDUMS
TO AGREEMENTS FOR
DISTRICT COURT
COLLECTION SERVICES

RESOLUTION NO.

WHEREAS, District Court Judge John O. Knowlton wishes to continue to retain the services of outside agencies to perform all work necessary to collect unpaid fines, penalties, costs, assessments, or other amounts owing on accounts assigned by Walla Walla District Court, and has requested approval of addendums to current agreements to perform said services; and

WHEREAS, the Walla Walla County Board of Commissioners, as the county legislative authority, previously approved a Professional Services Agreement for calendar year 1997, with Addendums approved for calendar years 1998 through 2013, between Walla Walla County and Collection Bureau of Walla Walla, Inc., (formerly known as the Credit Bureau of Walla Walla, Inc.), one of the service agencies; and

WHEREAS, the Walla Walla County Board of Commissioners, as the County legislative authority, approved a Professional Service Bureau Contract for calendar year 2003 between Walla Walla County and Professional Service Bureau, Inc., one of the service agencies, and an Addendum for same has been approved for years 2004 through 2013; and

WHEREAS, Addendums to said Agreement and Contract extending same for 2014 have been submitted; and

WHEREAS, said Addendums have been reviewed and approved by the County Prosecuting Attorney and Judge Knowlton; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Addendums for year 2014.

*"Passed this **21st day of January, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

COUNTY COMMISSIONERS (continued)

e) Consent Agenda Items (continued):

- 3) Resolution _____ - Reappointments *resolution pg 4*
to the Walla Walla Current Use Advisory
Committee
- 4) Resolution _____ - Reappointments *resolution pg 5*
to the Walla Walla County Board of
Equalization
- 5) County warrants as follows: 4148377
through 4148558 totaling \$624,563.10 and
4148376 in the amount of \$22,267.59 (draw
taxes)
- 6) Payroll action and other forms requiring
Board approval

f) Action Agenda Items:

- 1) Resolution _____ - Contract *resolution pg 6*
for certain indigent legal services
- 2) Review of Washington State Liquor *-pg 7*
Control Board Marijuana License
Application dated 1-7-2014 for Walla
Walla Grow, 602 SW 12th St, Unit A,
College Place, applicants Terri and
Gary Gall
- g) Miscellaneous business to come
before the Board
- h) Review reports and correspondence;
hear committee and meeting reports
- i) Review of constituent concerns/possible
updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
REAPPOINTMENTS TO THE
WALLA WALLA COUNTY
CURRENT USE ADVISORY
COMMITTEE

RESOLUTION NO.

WHEREAS, pursuant to RCW 84.34.145, the county legislative authority shall appoint a five member committee representing the active farming community within the county to serve in an advisory capacity to the assessor in implementing assessment guidelines as established by the department of revenue for the assessment of open space, farms and agricultural lands, and timber lands; and

WHEREAS, the terms of appointment for three members of the committee have expired;
and

WHEREAS, the three members have agreed to be reappointed to this advisory committee; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that committee members Larry Bussell, Joe Thomas, and Leland Hellberg shall be reappointed to the Walla Walla County Current Use Advisory Committee, with said terms of appointment to be effective January 1, 2014 to January 1, 2019.

*"Passed this **21st day of January, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

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of Walla Walla County, Washington*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
REAPPOINTMENTS TO THE
WALLA WALLA COUNTY
BOARD OF EQUALIZATION

RESOLUTION NO.

WHEREAS, pursuant to RCW 84.48.010 the county legislative authority shall form a board for the equalization of assessment of the property of the county; and

WHEREAS, RCW 84.48.014 provides that the board of equalization of each county shall consist of not less than three nor more than seven members and that such members shall be appointed by a majority vote of the legislative body and shall be selected based upon the qualifications established by rule by the Department of Revenue and shall not be a holder of any elective office nor be an employee of any elected official; and

WHEREAS, the county legislative authority may itself constitute said board or may appoint members to serve on the board; however, the Board of Commissioners of Walla Walla County has deemed it to be in the best interest of the citizens of the county of Walla Walla to form a separate three member board of equalization; and

WHEREAS, pursuant to Walla Walla County Resolution 09 327, Gale Kimball and Tom Baker were appointed to serve on the Board of Equalization through year 2012; and

WHEREAS, inadvertently the lapses in appointment for the aforementioned board members were not addressed; however, both Gale Kimball and Tom Baker served as members of the board of equalization and participated in board decisions on matters to come before the Walla Walla County Board of Equalization; and

WHEREAS, the Board of County Commissioners wishes to reappoint Gale Kimball and Tom Baker to serve as members of the Board of Equalization, and they have agreed to be reappointed; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that Gale Kimball and Tom Baker be reappointed to the Walla Walla County Board of Equalization.

BE IT FURTHER RESOLVED that the term of said appointment for each shall be for three years, pursuant to statute, and formalized to reflect that the appointments shall be for the years 2013, 2014, and 2015, or until said appointment is voided.

"Passed this 21st day of January, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners

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BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF
AWARDING A CONTRACT
FOR CERTAIN INDIGENT
LEGAL SERVICES**

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RESOLUTION NO.

WHEREAS, Walla Walla County is required to provide legal representation for indigent citizens when so determined by the Courts of Jurisdiction on all matters related to District Court criminal matters and Superior Court criminal matters, dependency hearings, mental health hearings, and other such matters before the Courts; and

WHEREAS, it is the opinion of this Board of Walla Walla County Commissioners that said legal services can best be provided for indigent persons by entering into individual contracts with certain attorneys who will accept a percentage of the appointments for felony and other cases pursuant to the conditions set forth in the contract; and

WHEREAS, pursuant to Walla Walla County Resolution 13 314, the county entered into contracts with various attorneys to provide services; however, it was determined that certain additional services involving representation of certain minors (those twelve or older who request legal counsel in some dependency cases, and for Child in Need of Service petitions and in At-Risk Youth petition cases) and some adults (to substitute in conflict of interest or related cases, were not part of the aforementioned contracts; and

WHEREAS, pursuant to a Request for Qualifications process two responses were received and have been reviewed by this Board of County Commissioners; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign a Contract for Indigent Legal Services with attorney Bridie Monahan Hood, said contract for the term of January 15, 2014 through December 31, 2014.

*"Passed this **21st day of January, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

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SLA



NOTICE OF MARIJUANA LICENSE APPLICATION

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division
3000 Pacific, PO Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 1/07/14

TO: WALLA WALLA COUNTY COMMISSIONERS
RE: NEW APPLICATION

UBI: 602-090-975-002-0001

RECEIVED
JAN 10 2014
WALLA WALLA COUNTY
COMMISSIONERS

License: 412331 - County: 36
Tradename: WALLA WALLA GROW
Loc Addr: 602 SW 12TH ST UNIT A
COLLEGE PLACE, WA 99324-1415
Mail Addr: 602 SW 12TH ST
COLLEGE PLACE, WA 99324-1415
Phone No.: 509-525-0622 TERRI GALL

APPLICANTS:

GALL, TERRI LYNN 1955-07-01
GALL, GARY FRANCIS 1955-10-06
(Spouse)

Privileges Applied For:
MARIJUANA PRODUCER TIER 2
MARIJUANA PROCESSOR

As required by RCW 69.50.331(7) the Liquor Control Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of this license. If you need additional time to respond you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on the SSN, contact our Marijuana CHRI Desk at (360) 664-1772.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjuducative hearing before final action is taken (See WAC 314-55-160 for information about this process)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all the facts on which your objection(s) are based. | | |

DATE

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SIGNATURE OF ~~MAYOR, CITY MANAGER,~~ COUNTY COMMISSIONERS
OR DESIGNEE

a) Consent Agenda Items:

- 1) Resolution _____ - Contract *memo pg 9*
between the WA State Department *resolution pg 10*
of Health and Walla Walla County
(Amendment 12 to 2012 - 2014
Consolidated Contract)
- 2) Resolution _____ - Adopting *resolution pg 11*
revised Veteran's Relief Program *guidelines pgs 12-34*
Guidelines
- 3) Execute Service Agreement #14-06 *pgs 38-51*
(Transitional Housing Program)
- 4) Execute Service Agreement #14-07 *pgs 52-67*
(Permanent Supportive Housing Program)

b) Action Agenda Items:

- 1) Proposal 2014 01-21 DHS - *pgs 68-78*
Approval of contract award
recommendations for RFP#13-04
Mental Health Outpatient, Crisis
and Residential Services

c) Department update and miscellaneous



WALLA WALLA COUNTY
HEALTH DEPARTMENT
310 W. Poplar Street, Suite 102 • PO Box 1753
Walla Walla, WA 99362
Phone 509.524.2650 • Fax 509.524.2678

MEMORANDUM

To: The Walla Walla County Board of County Commissioners
From: Harvey R. Crowder
Public Health Administrator
Date: January 21, 2014
Subject: Amendment 12 to 2012-2014 Washington Department of Health Consolidated Contract

This amendment provides an increase of \$256,536 for a revised maximum consideration of \$1,481,727.

- Terminates 5930 Public Health Funding effective December 31, 2013. Those funds have been transferred to another Washington State Treasurer account and are delivered to the Health Department without a Statement of Work.
- Adds \$48,495 to the Maternal & Child Health Block Grant through September 30, 2014
- Adds \$7,300 to the Office of Drinking Water Group A Programs for sanitary surveys and technical assistance to Group A Public Water Systems through December 31, 2014
- Adds \$15,757 to the Office of Immunization and CHILDPROFILE immunization support program through December 31, 2014.
- Adds \$26,603 to the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) program through September 30, 2014
- Adds \$158,381 to the WIC Nutrition Program through December 31, 2014.

RECOMMENDATION:

The Walla Walla County Board of County Commissioners approve the acceptance of Amendment 12 to the 2012-2014 Consolidated Contract and authorize the Public Health Administrator to sign.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT
BETWEEN THE WASHINGTON
STATE DEPARTMENT OF HEALTH
AND WALLA WALLA COUNTY

}

RESOLUTION NO.

WHEREAS, the Washington State Department Health has proposed contract Amendment 12 with Walla Walla County for the 2012 - 2014 Consolidated Contract with the Walla Walla County Health Department; and

WHEREAS, the amended contract benefits the citizens of Walla Walla County; and

WHEREAS, the County Prosecuting Attorney and Risk Manager have reviewed said amendment; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said contract amendment, and authorize County Public Health Administrator, Dr. Harvey R. Crowder, to sign the same.

Passed this 21st day of January, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
REVISED WALLA WALLA
COUNTY VETERANS' RELIEF
PROGRAM GUIDELINES

RESOLUTION NO.

WHEREAS, RCW 73.08.035 mandates that the legislative authority for each county must establish a veterans' advisory board to advise the county legislative authority on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families; and

WHEREAS, the Walla Walla County Board of Commissioners, the legislative authority for the county, has authorized the Department of Human Services to serve as the county department responsible for this program; and

WHEREAS, members of the Walla Walla County Veterans' Advisory Board have reviewed program guidelines and revisions; and

WHEREAS, members of the Walla Walla County Veteran's Advisory Board met on January 8, 2014 and voted unanimously to request the Board of Walla Walla County Commissioners approve the updated Veterans' Relief Program Guidelines; and

WHEREAS, with input from the Department of Human Services and discussion among the Board of Walla Walla County Commissioners on January 21, 2014 the board approved revisions to the guidelines; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners, they do hereby adopt the revised Walla Walla County Veterans' Relief Program Guidelines

Passed this 21st day of January, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

WALLA WALLA COUNTY

VETERANS' RELIEF

PROGRAM

GUIDELINES

Revised January 2014

Approved this 21st day of January, 2014

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

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INTRODUCTION AND ORGANIZATION

In accordance with RCW 73.08.010 the legislative authority of each county is required to establish a Veterans' Assistance Program to address the needs of local indigent veterans and their families. This program approved by the county legislative authority is fully or partially funded by the veterans' assistance fund authorized by RCW 73.08.080. Taxes are to be levied and collected as prescribed by law for the purpose of creating the veterans' assistance fund and expenditures from the veterans' assistance fund, and interest earned on balances from the fund, may be used only for those purposes as outlined within the statutes.

The County Legislative authority has authorized the Walla Walla County Department of Human Services (DHS) to administer the Veterans' Assistance Program in accordance with RCW 73.08.010. As required by statute, DHS shall consult with and solicit recommendations from the Veterans' Advisory Board established under RCW 73.08.035, to the extent feasible and consistent with the statute, and subcontract as necessary, to facilitate the effective use of assistance funds through efficient model programs that benefit veterans and family members experiencing financial hardships.

1. MEMBERSHIP

- a. Members must be residents of Walla Walla County.
- b. Members of the Veterans' Advisory Board shall submit formal application in response to solicitation of the county legislative authority and be approved for appointment to the Board.
- c. The Veterans' Relief Advisory Board is comprised of 7-15 members
- d. Members must be veterans from either local branches of nationally recognized veterans' service organizations or the veterans' community at large, or both, to serve on the board.
- e. No less than a majority of the board members shall be members from nationally recognized veterans' service organizations and only veterans are eligible to serve as board members.
- f. Membership is voluntary.
- g. The term of membership shall be three (3) years and veterans may apply for consecutive terms.

2. ELECTION OF OFFICERS

- a. The officers of the Veterans' Relief Advisory Board shall consist of a Chair and Vice-Chair and such other officers as the Advisory Board may approve and appoint.
- b. The officers shall be elected from the membership for terms of one (1) year, computed from the date of their election. However, any officer may be removed at any time by a vote of the majority of the Advisory Board entered on record. The election of officers shall take place at the October meeting each year.
- c. The term of office of the Chair and Vice Chair shall commence on January 1 of each year.

- d. Veterans' Relief Committees are comprised of Advisory Board members, community partners, DHS and subcontractors, and are established to assist with program planning to assure the effective use of assistance funds through efficient model programs that benefit veterans and family members experiencing hardships.

3. OFFICERS

a. CHAIRPERSON

- i. The Chairperson shall preside over the meetings of the Advisory Board and may exercise all powers usually incidental to the office, including the full rights as a member of the Advisory Board (including, but not limited to: voting, seconding motions, making motions on discussions).
- ii. The Chairperson shall have full power to create standing committees or temporary committees of one or more members, charged with such duties, examinations, investigations, and inquiries relative to subjects of interest to the Advisory Board, as it may by resolution or motion determine. No temporary or standing committee shall have the power to commit the Advisory Board to the endorsement of any plan or program without its submission to and adoption by the Advisory Board.

b. VICE-CHAIRPERSON

- i. The Vice-Chairperson shall, in the absence of the Chairperson, perform all the duties incumbent upon the Chairperson. If the Chairperson and the Vice-Chairperson are both absent from a meeting, the members of the Advisory Board shall elect a temporary Chairperson who shall have full powers of the Chairperson for the duration of that meeting.

4. MEETINGS

- a. All meetings will be held in an accessible public venue and announced at least two weeks in advance of any meeting.
- b. The regular meeting shall be held monthly, unless otherwise determined by a quorum of the Advisory Board.
- c. Community Stakeholders are urged to attend the public Human Services Advisory Board meetings.
- d. The meetings of the Advisory Board shall be open to the public with the exception of executive sessions held pursuant to RCW 42.30.110 as it exists or is amended.

PROGRAM POLICIES

The purpose of the Walla Walla County Veterans' Relief Program is to provide emergency assistance to all local eligible indigent veterans and family members pursuant to RCW 73.08.010. As such, the following policies have been established to meet this goal.

FINANCIAL POLICIES

The Walla Walla County Department of Human Services shall cause to be prepared in consultation with the Veterans' Relief Committee, an annual revenue and expenditure budget. Revenues of the Veterans' Relief Fund shall be generated from a property tax levy authorized by RCW 73.08.080 and estimated interest income. The levy rate shall continue to be established by the Board of County Commissioners. Expenditures shall be driven by available resources for budgetary purposes. The Walla Walla County Commissioners shall annually adopt the revenue and expenditure budget for the Veterans' Relief Fund.

Walla Walla County is responsible for processing of payments to vendors, insuring expenditures do not exceed the balance in the Veterans' Relief fund by establishing monthly amount of services based on funding available, cash flow analysis, reconciliation of the account and any recommendations within the limits of the law.

As required by RCW 73.08.080, administration costs will be identified as a separate line item, justified in the annual budget proposal, and deducted from the Veterans' Relief fund.

DHS will provide at minimum quarterly reports to the Board of County Commissioners and the Veterans' Relief Committee that includes revenues collected, funds expended and number of veterans served. Other information may be added as determined necessary.

ELIGIBILITY POLICIES

1. **Service Requirements.** A "Veteran" includes every person, who at the time he or she seeks benefits from the Veterans' Relief Fund has received an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the following capacities:
 - a. As a member in any branch of the armed forces of the United States, including the national guard and armed forces reserves, and has fulfilled his or her initial military service obligation;
 - b. As a member of the women's air force service pilots;
 - c. As a member of the armed forces reserves, national guard, or coast guard, and has been called into federal service by a presidential select reserve call up for at least one hundred eighty cumulative days;

- d. As a civil service crewmember with service aboard a U. S. Army transport service or U. S. Navel transportation service vessel in oceangoing service from December 7, 1941 through December 31, 1946; or
 - e. As a member of the Philippine armed forces/scouts during the period of armed conflict from December 7, 1941 through August 14, 1945.
 - f. A United States documented merchant mariner with service aboard an oceangoing vessel operated by the department of defense, or its agents, from both June 25, 1950, through July 27, 1953, in Korean territorial waters and from August 5, 1964, through May 7, 1975, in Vietnam territorial waters, and who received a military commendation.
- 2. Family Member Eligibility.** Family members entitled to apply for assistance shall be defined as indigent wives or husbands, widows or widowers, and minor children (17 years old and under).
- 3. Residency Requirements.** Applicants must have been a resident of the Walla Walla County for at least sixty (60) days. Applicants must present proof of residency.
- 4. Indigence/Income Requirements.** An applicant must be indigent to be eligible. Indigence is defined as income at or below 120% of the Federal Poverty Guidelines as defined annually by Health and Human Services (Attachment A). An indigent applicant is in need of assistance when he, she or the family have exhausted their resources and other sources of assistance are necessary for the relief. Such other sources include, but are not limited to, unemployment compensation, Veterans' Administration compensation, Veterans' Administration grants and pensions, public assistance, private insurance coverage, or other available sources of revenue. In extraordinary circumstances and when warranted, Relief Officers in consultation with subcontractors, may request DHS to waive the income guidelines or the amount paid for assistance (See procedure guidelines for waivers).

REFERRAL TO OTHER RESOURCES POLICY

In an effort to maximize dollars and provide for as many needs as possible, applicants, when appropriate, will be referred to other community resources for services.

APPEAL AND RESOLUTION POLICY

Applicants who have been denied assistance will be provided with an explanation from staff administering the program. If the veteran is not satisfied with the explanation, they may appeal in writing to the DHS within fifteen (15) days. A decision will be issued from the department within five (5) working days from the date of receiving the appeal(s).

As a final option, Veterans who indicate a desire to file an appeal to the Veterans' Relief Advisory Board in regards to a decision rendered are assisted in doing so by DHS staff receiving the concern. The Appeal Committee of the Veteran's Relief Advisory Board shall be comprised of the Director of DHS, the Contracts/Program Manager for DHS, The Chair and Vice-chair of the Veteran's Relief Advisory Board and two (2) members-at-large. Assistance includes but is not limited to, help with preparing the written appeal and/or other procedural steps as needed. All decisions in regards to appeals will be made by the Veterans' Relief Advisory Board.

SERVICE DELIVERY POLICY

The subcontractor will be responsible for service delivery and the issuance of Veterans' Relief vouchers in accordance with the program procedures.

PROGRAM PROCEDURES

APPLICATION PROCEDURES

Veterans may apply for assistance as many times as necessary during the calendar year as emergency needs and maximum allotments allow.

1. **Screening.** An application form "Application For Veterans' Relief Fund" (Attachment C) shall be completed by the applicant in order to determine eligibility and to verify need. Each applicant shall provide original documentation to support Veteran or Veteran family member status, monthly income and expenses, residency, and the emergent need.

Subcontractor shall ensure sufficient documentation to support information provided. Examples of acceptable proof of residency, service record and income are outlined in Attachment D. If necessary, the applicant can be provided with a copy of Attachment D to facilitate receipt of required supporting documentation.

2. **Eligible Use of Funds.** The fund is intended to aid in emergency circumstances. Eligibility criteria can be found in Attachment E. Funding and resources available in the community will be maximized. The following are eligible uses of Veterans' Relief funds:
 - a. **Rental Assistance.** To avoid eviction or to assist in obtaining temporary or permanent housing in Walla Walla County. The rental assistance form can be found in Attachment F. Housing Status Verification form for Rental Assistance can be found in Attachment G.
 - b. **Utility Assistance.** Past due and shut off notices on residences within Walla Walla County.
 - c. **Food Assistance.** Local food bank referrals will be given for applicant requesting food. However, in the event that food banks cannot be used and the need is an emergency, vouchers may be issued in amounts that shall be calculated based on number in family, and amount of food needed for one (1) week. Exceptions are evaluated on a case-by-case basis. Voucher should indicate that it is for food only excluding tobacco and alcoholic products, household items, dog and cat food. Suggested funding levels are:

Single Individual Voucher	\$ 80.00
Two Individuals Voucher	\$120.00
Family of Four Voucher	\$160.00
Family of Six Voucher	\$200.00

- d. **Fuel for work, medical appointments, etc.** Medical and work appointments should be verified over the phone or through written note from the doctor or employer. License plate number and make of vehicle shall be obtained and noted in the file on the application for funds.
 - e. **Bus tickets for work, medical appointments, etc.** Medical and work appointments should be verified over the phone or through written note from the doctor or employer. Verification will be noted on the application in the file.
 - f. **Clothing.** Suggested funding level for clothing is \$160.
 - g. **County Burial of Indigent Deceased Veterans.** Honorably discharged Veterans as defined by RCW 41.04.007 (Section II a) and the wives, husbands, minor children, widows or widowers of such veterans, who die without leaving means sufficient to defray funeral expenses will be eligible for up to \$350 in assistance. The Tahoma National Cemetery at Kent, the Washington State Veteran's Cemetery at Medical Lake or the Masonic Cemetery at Olympia are available, to the extent space is available, without charge or cost for the burial of persons who have served in the army, navy, or marine corps of the United States, in the Spanish War, Philippine Insurrection, or the Chinese Relief Expedition, or who served in any said branches of said service as defined in Section II, a of the respective statute. See Attachment H for the Burial Assistance form.
 - h. **Other.** Other emergency requests will be evaluated on a case-by-case basis.
- 3. **Disbursement Limits.** The limits of disbursements of funds to individuals are up to \$600 in a calendar year, per qualified applicant. An additional \$100 per year may be granted to applicants with one (1) or more dependents residing in the household. In extenuating cases of hardship the Relief Officer in consultation with the subcontractor may recommend that a voucher amount exceed this established disbursement limit through the waiver processes noted below.
 - 4. **Refusal of Service.** If Walla Walla County or service organizations suspect fraud, criminal activity or abuse of the system by the applicant, the matter will be referred to the appropriate law enforcement agency. If the applicant is found guilty of fraud or criminal activity, the applicant will be refused services.
 - 5. **Voucher Issuance.** The subcontractor will issue a voucher, signed by authorized personnel to a participating vendor within the community that can supply the emergent need of the applicant. All vouchers will be non-refundable and non-transferable and will be reimbursed at actual cost of service.

6. **Voucher Delivery.** The voucher is provided to the applicant who will deliver the voucher to the participating vendor for services.
7. **Voucher Redemption.** The vendor will return the voucher to the DHS who will process vouchers through the Walla Walla County Auditor's Office for payment according to the County Auditor's payment schedule.

VETERANS' ORGANIZATION VOUCHER PROCEDURES

Hall Rental. For a service organization to be reimbursed for hall rental, a Statement of Services (Attachment I) must be completed and submitted to the DHS. The allowable rental fee is a maximum of \$360 per calendar year. The requested amount cannot exceed the actual costs and the form shall be accompanied by proper documentation. A reimbursement for the previous year's rental expense is due at the end of January of the new year.

Stand-Down Funds. Requests for stand-down funds can be submitted utilizing a Statement of Services (Attachment I). This request must be accompanied by documentation to support allowable use of Veterans Relief funds. All stand-down requests will be provided to the advisory board for review and recommendation to DHS.

EXCEPTIONS AND WAIVERS

In extraordinary circumstances and when warranted, Relief Officers in consultation with subcontractors may request waivers from DHS by utilizing the Waiver Request Form (Attachment J). Extraordinary circumstances may include situations where the veteran may be associated with the subcontractor by way of employment, volunteer work or relationship to a staff members employed by the subcontractor. The waiver should be completed by the subcontractor and submitted to DHS for approval and processing.

As a final option, Veterans who indicate a desire to file an appeal to the Veterans' Advisory Board in regards to a decision rendered are assisted in doing so by DHS staff receiving the concern. Assistance includes but is not limited to, help with preparing the written appeal and/or other procedural steps as needed. Veterans may also file an appeal to any decision directly with the Veterans' Advisory Board. All decisions in regards to appeals will be made by the Veterans' Advisory Board.

2013 Poverty Guidelines

One Version of the [U.S.] Federal Poverty Measure

[[Federal Register Notice, January 24, 2013](#) — Full text]

[[Prior Poverty Guidelines and Federal Register References Since 1982](#)]

[[Frequently Asked Questions \(FAQs\)](#)]

[[Further Resources on Poverty Measurement, Poverty Lines, and Their History](#)]

[[Computations for the 2013 Poverty Guidelines](#)]

There are two slightly different versions of the federal poverty measure:

- The poverty thresholds, and
- The poverty guidelines.

The **poverty thresholds** are the original version of the federal poverty measure. They are updated each year by the **Census Bureau**. The thresholds are used mainly for **statistical** purposes — for instance, preparing estimates of the number of Americans in poverty each year. (In other words, all official poverty population figures are calculated using the poverty thresholds, not the guidelines.) [Poverty thresholds since 1973 \(and for selected earlier years\)](#) and [weighted average poverty thresholds since 1959](#) are available on the Census Bureau's Web site. For an example of how the Census Bureau applies the thresholds to a family's income to determine its poverty status, see "[How the Census Bureau Measures Poverty](#)" on the Census Bureau's web site.

The **poverty guidelines** are the other version of the federal poverty measure. They are issued each year in the *Federal Register* by the **Department of Health and Human Services (HHS)**. The guidelines are a simplification of the poverty thresholds for use for **administrative** purposes — for instance, determining financial eligibility for certain federal programs. The [Federal Register notice of the 2013 poverty guidelines](#) is available.

The poverty guidelines are sometimes loosely referred to as the "federal poverty level" (FPL), but that phrase is ambiguous and should be avoided, especially in situations (e.g., legislative or administrative) where precision is important.

Key differences between poverty thresholds and poverty guidelines are outlined in a table under [Frequently Asked Questions \(FAQs\)](#). See also the [discussion of this topic](#) on the Institute for Research on Poverty's web site.

The following figures are the 2013 HHS poverty guidelines which are scheduled to be published in the *Federal Register* on January 24, 2013. (Additional information will be posted after the guidelines are published.)

2013 POVERTY GUIDELINES			
Persons in family/household	48 Contiguous States and the District of Columbia	Alaska	Hawaii
1	\$11,490	\$14,350	\$13,230
2	15,510	19,380	17,850
3	19,530	24,410	22,470
4	23,550	29,440	27,090
5	27,570	34,470	31,710
6	31,590	39,500	36,330
7	35,610	44,530	40,950
8	39,630	49,560	45,570
For families/households with more than 8 persons, add:	4,020	5,030	4,620

SOURCE: *Federal Register*, Vol. 78, No. 16, January 24, 2013, pp. 5182-5183

The separate poverty guidelines for Alaska and Hawaii reflect Office of Economic Opportunity administrative practice beginning in the 1966-1970 period. Note that the poverty thresholds — the original version of the poverty measure — have never had separate figures for Alaska and Hawaii. The poverty guidelines are not defined for Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, the Republic of the Marshall Islands, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, and Palau. In cases in which a Federal program using the poverty guidelines serves any of those jurisdictions, the Federal office which administers the program is responsible for deciding whether to use the contiguous-states-and-D.C. guidelines for those jurisdictions or to follow some other procedure.

The poverty guidelines apply to both aged and non-aged units. The guidelines have never had an aged/non-aged distinction; only the Census Bureau (statistical) poverty thresholds have separate figures for aged and non-aged one-person and two-person units.

Programs using the guidelines (or percentage multiples of the guidelines — for instance, 125 percent or 185 percent of the guidelines) in determining eligibility include Head Start, the Food Stamp Program, the National School Lunch Program, the Low-Income Home Energy Assistance Program, and the Children's Health Insurance Program. Note that in general, cash public assistance programs (Temporary Assistance for Needy Families and Supplemental Security Income) do NOT use the poverty guidelines in determining eligibility. The Earned Income Tax Credit program also does NOT use the poverty guidelines to determine eligibility. For a more detailed list of programs that do and don't use the guidelines, see the [Frequently Asked Questions](#) (FAQs).

The poverty guidelines (unlike the poverty thresholds) are designated by the year in which they are issued. For instance, the guidelines issued in January 2013 are designated the 2013 poverty guidelines. However, the 2013 HHS poverty guidelines only reflect price changes through calendar year 2012; accordingly, they are approximately equal to the Census Bureau poverty thresholds for calendar year 2012. (The 2012 thresholds are expected to be issued in final form in September 2013; a preliminary version of the 2012 thresholds is now available from the Census Bureau.)

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The computations for the 2013 poverty guidelines are available.

The poverty guidelines may be formally referenced as “the poverty guidelines updated periodically in the *Federal Register* by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

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Attachment B**APPLICATION FORM**

NAME: _____ APPLICATION DATE: _____
ADDRESS: _____
PHONE: _____ DATE OF BIRTH: _____ SOCIAL SECURITY#: _____
MONTHS IN STATE: _____ MONTHS IN COUNTY: _____
MARITAL STATUS: _____ LEGAL DEPENDENTS AND AGES: _____
ETHNICITY: _____ Caucasian _____ Hispanic _____ African-American _____ Asian _____ Other _____
BRANCH OF SERVICE: _____ SERVICE NUMBER: _____
DATE ENTERED: _____ DISCHARGE DATE: _____ TYPE OF DISCHARGE: _____

LIST BELOW ANY MONTHLY INCOME FROM THE FOLLOWING:

WELFARE	_____	UNEMPLOYMENT	_____
VA BENEFITS	_____	STATE INDUSTRIAL	_____
CHILD SUPPORT	_____	SOCIAL SECURITY	_____
ALIMONY	_____	EMPLOYMENT (SPECIFY)	_____
PART-TIME WORK	_____	OTHER (SPECIFY)	_____
SPOUSE'S INCOME	_____	TOTAL INCOME	\$ _____

LIST BELOW YOUR MONTHLY EXPENSES FOR THE ITEMS INDICATED:

RENT	_____	VEHICLE	_____
FUEL	_____	CREDIT CARDS	_____
FOOD	_____	MEDICAL	_____
ELECTRICITY	_____	WATER	_____
OTHER (SPECIFY)	_____	OTHER (SPECIFY)	_____
		TOTAL EXPENSES	\$ _____

Does applicant qualify as indigent (per Attachment A/B to Guidelines)? Yes _____ No _____

BRIEFLY DESCRIBE ASSISTANCE NEEDED: _____

I, the undersigned swear or affirm that the answers to the questions hereon are true and correct and I understand that should they be proven false upon investigation, I may forfeit my right to assistance under the Veteran's Assistance Act of the State of Washington and incur such other penalties as may be prescribed by law. I further agree to release any information regarding my case that may be in possession of other social service agencies and aid in the processing of this request.

Applicant's Signature _____ Date _____

OFFICE USE ONLY

TOTAL GRANTED: \$ _____ VOUCHER #: _____ VENDOR: _____

ASSISTANCE DENIED (SPECIFY REASON): _____

COPY OF DISCHARGE (DD214) & PICTURE I.D. MUST BE ON FILE OR ATTACHED TO APPLICATION

EXAMPLES OF ACCCEPTABLE PROOF OF RESIDENCY, SERVICE
RECORD AND INCOME DOCUMENTATION

SERVICE RECORD

- A. Form DD214
- B. Veterans Administration Verbal Verification 1-800-827-1000

WALLA WALLA COUNTY RESIDENT – 60 DAYS

- A. Rental agreement or receipts
- B. Bills, e.g. utilities, telephone
- C. Mail from official government source, e.g. tax forms

FAMILY RELATIONSHIP

- A. Birth certificate
- B. Marriage license
- C. Death certificate of veteran
- D. Adoption papers
- E. Public assistance documents

INCOME

- A. Pay stubs
- B. Income tax return
- C. Social Security statements
- D. VA Assistance statements
- E. Disability verification
- F. DSHS grant verification
- G. Unemployment record
- H. L&I disability award letter
- I. Letter from person who hired the veteran for odd jobs
- J. Letter from person who has supported the veteran last month

EXPENSES

- A. Utility Bills
- B. Rental Agreements
- C. Invoices or statements

Walla Walla County Veterans' Relief Fund

Eligibility Criteria

UTILITIES (GAS-ELECTRIC-WATER):

- FINAL NOTICE and PAST DUE NOTICE are both needed to show the amounts due and usage
- Next step is the need to call the company and determine two (2) things:
 1. Dates of service for the amount owing
 2. When was the last payment made
- No deposit assistance
- If the amount of the bill is more than the assistance being rendered, the client must come up with the difference to ensure full amount owing is paid

PRESCRIPTIONS:

- Original prescription must be in hand and different pharmacies called to price compare
- No controlled substances (non-narcotic)
- Counsel takes place to determine if the veteran has applied for medical assistance and if a veteran has signed up at the VA hospital
- There is assistance every six months up to the amount of \$40 from Helpline and additional services from St. Vincent de Paul for \$40

FOOD:

- Helpline offers vouchers to three (3) different food banks and a fourth one at Helpline if needed
- Client must come in once a week to receive a voucher for any of the qualifying food banks; each food bank can be accessed once a month
- Counsel client to see if application has been made for food stamps; client is informed there is a food bank on Saturdays on the far side of the Eagles Bowling Alley that can be accessed once a month

TRANSPORTATION:

- Verified doctor's appointments
- Verified job or job interview
- Homeless living in vehicle
- Relocation to another area

Will refer all veterans to the VA and all other known assisting organizations as appropriate.

RENT:

- Housing status will be determined by the Housing Status Verification Form, Attachment G
- Forms must be sent to landlord accepting the amount of services qualified for (i.e. 25% for single households and 30% for families); this is based on the amount of total rent
- When all forms have been turned in, a check or voucher is then issued

SHELTER:

- Helpline will assist if the veterans cannot be placed at the Christian Aid Center
- The situation is analyzed to see if there is a plan in place
- The veteran must sign up at the Work Source office and present verification of having done so
- Depending on the individual situation, shelter can be given for one night to 30 nights
- Main shelters are the Christian Aid Center and available local hotels

EXCEPTIONS

- If a veteran's need exceeds the prescribed limit, Helpline can request an exception to the dollar limit

BURIAL:

- The veterans entitled to the burial assistance as prescribed by the Washington Administrative Code

OTHER:

- Applications are also offered for vision care through the Lions Club
- Dental van applications
- Prescription discount program
- Hygiene
- Household and furniture vouchers
- Bread
- Blankets

When a client comes in for services, we ask that they are sober and treat the staff with courtesy and respect. The same is expected of our volunteers and staff. If a person should become vulgar or violent, they are asked to leave and return at a later time of need or come in accompanied by a representative from another organization.

WALLA WALLA COUNTY VETERANS' RELIEF FUND
RENTAL ASSISTANCE FORM

Date _____

Applicant's Name _____

Address _____

Landlord's Name _____

Address _____

Phone _____

Landlord's Tax ID Number or Social Security Number _____

NOTE TO LANDLORD: If applicant is behind in rent, please state the amount of the past due rent. If any of these amounts is a deposit or late charges, please identify this in your statement below.

STATEMENT OF LANDLORD:

() Owner of Property ~~~ OR ~~~ () Manager of Property

Owner's Name, if different from Manager _____

Landlord's Signature _____

~~ If the rent request is approved, payment will be processed within 3 weeks. ~~

WALLA WALLA COUNTY VETERANS' RELIEF FUND
Housing Status Verification

Date: _____

Applicant's Name: _____

Situation		Required Documentation
Individual/household is at risk and facing potential eviction	Nonpayment of rent or other lease violation	<input type="checkbox"/> Pay or vacate notice or eviction notice. AND <input type="checkbox"/> Copy of lease naming individual or household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit.
	Nonpayment of utilities (see program guidelines for eligibility)	<input type="checkbox"/> Copy of lease naming individual or household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit. AND <input type="checkbox"/> Utility shut off notice identifying the individual or household member, indicating that utility will be shut off or disconnected if payment is not received, and is signed and dated by utility company representative and/or included utility company contact information. AND <input type="checkbox"/> Statement from case manager indicating that without VRF assistance the individual/household will lose their housing and become homeless.
Individual/household is homeless or will be within 14 days	Lacks a fixed, regular and adequate nighttime residence or losing housing within 14 days	<input type="checkbox"/> Letter signed and dated from provider of temporary residence that includes a statement verifying the applicant's current living situation and the date when the household must vacate the temporary housing. OR <input type="checkbox"/> Telephone call to provider of temporary housing that is documented, signed, and dated by the case manager making the call (complete a Third Party Oral Verification form. Equivalent case notes may be substituted.). OR <input type="checkbox"/> Current HMIS record from homeless housing program, including dates of stay. OR

		Self declaration signed and dated by applicant stating why they are homeless (complete Self-Declaration form). **Self-declaration of housing status should be used rarely and only when written third party verification cannot be obtained.**
	Exiting an institution	<input type="checkbox"/> Letter signed and dated by hospital/institution representative that included a statement verifying current hospital/institution stay of individual and indicating individual has no housing to return to upon discharge.
	Fleeing domestic violence, sexual assault, stalking, etc.	<input type="checkbox"/> Signed and dated self-declaration from individual (complete Self-Declaration form).

WALLA WALLA COUNTY VETERANS' RELIEF FUND
BURIAL ASSISTANCE FORM

Date _____

Applicant's Name _____

Address _____

Is a completed application for Veterans' Relief Fund attached? ☐ Yes ☐ No

Does the applicant qualify for Veterans' Relief Fund? ☐ Yes ☐ No

Proof of death verified? ☐ Yes ☐ No

Any other funding available? ☐ Yes ☐ No

Justification of Application, including documentation: (To be completed by Helpline or
Post Implementation Officer)

Submitted by: _____
Helpline or Post Implementation Officer Signature

Department of Human Services Action:

Authorization Signature _____ Date _____

County of Walla Walla, Washington
Department of Human Services
PO. Box 1595
Walla Walla, WA 99362

Vendor Name _____

City_____

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered for the labor performed as described herein, and the claim is a just, due and unpaid obligation against County of Walla Walla, and that I am authorized to authenticate and certify to said claim

DATE _____

Veterans' Relief Program Guidelines, January 2014

WALA WALLA COUNTY VETERANS' RELIEF FUND
WAIVER REQUEST

Applicant's Name _____ Date _____

THIS IS A REQUEST TO WAIVE THE FOLLOWING CRITERIA:

AMOUNT OF ASSISTANCE _____ INCOME LIMIT _____
OTHER _____

Please attach completed application.

Justification of Wavier:

(To be completed by the applicant, or Helpline Social Services).

Applicant's Signature

Helpline Emergency Social Services

Decision by Department of Human Services _____

Authorized Signature

Date

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Service Agreement #14-06

between

WALLA WALLA COUNTY DEPARTMENT OF HUMAN SERVICES

and

DEPARTMENT OF HUMAN SERVICES

The Agreement is entered into by and between Walla Walla County Department of Human Services, hereinafter "County," and Department of Human Services, hereinafter "Contractor," for services for formerly homeless individuals with mental illness in the Transitional Housing program as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

Exhibit A – Statement(s) of Work

Exhibit B – Budget

Exhibit C – Contractor Certification Form

Exhibit D – Expenditure Report Form

Performance Period: The terms of this Agreement shall commence on January 1, 2014 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on December 31, 2014.

Compensation: Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit B – Budget. The amount of payment for the performance period of this Agreement shall not exceed \$70,824.00.

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

COUNTY:

James K. Johnson, Chairman
County Commissioner
Walla Walla County
314 W. Main St.

Date

CONTRACTOR:

Authorized By

Date

Walla Walla, WA 99362
Phone: (509) 524-2505

Harvey Crowder, DVM, MS Interim Director
Print Name & Title of Person Signing

Telephone Number / Email Address: (509) 524-2920/hcrowder@wwchhs.org

Mailing Address (Street address required in addition to PO Box.): 1520 Kelly Place Suite #220

Walla Walla WA 99362

Social Security or Business Tax ID#: 91-6001381

CFDA# (if applicable):

UBI#:

State Industrial Account ID # (if applicable):

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GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. "Agreement" means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. "CFR" means Code of Federal Regulations. All references in this Agreement and any 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>.
 - 1.3. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor's staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit B – Budget. No payment shall be made for any service that is not identified within this Agreement.
 - 3.1. Contractor shall submit claims for reimbursement by the tenth (10th) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within thirty (30) working days following receipt of Contractor's claim for reimbursement, contingent on the availability of funds.
 - 3.1.1. Claims for reimbursement shall be submitted in writing, in a format approved by County. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.1.2. County shall compensate Contractor no more often than monthly for Contractor's service. No payment shall be made in the month services are rendered unless otherwise approved by County.
 - 3.2. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
4. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla

County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over County. Contractor shall immediately give to County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.

6. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
7. **Debarment Certification.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
8. **Disputes.** Except in the event of a dispute arising from County's decision to terminate this Agreement for default, County and Contractor agree to first attempt resolution of disputes informally, by a mutually negotiated process.
9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Contractor.
11. **Financial Certification.** Within 60 days of the execution of the Contract, Contractor shall submit to the County, Contractor Certification Documentation form including the Contractor status as Non-Profit, Corporation, Governmental, Individual or Other Entity. The applicable financial certification documents must also be submitted to the County once every 12 months:
 - 11.1. W-9 Form, Request for Taxpayer Identification
 - 11.2. Last Audited Financial Statements, or Form 990; or Form 990T; or Form 1120 for Corporations; or Schedule C from 1040 for individuals.
12. **Indemnification and Hold Harmless.** Contractor will indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

13. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
14. **Independent Status/Contractor.** Contractor's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Contractor as an independent contractor. It is understood and agreed that County is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
15. **Inspection.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, Contractor shall provide reasonable access to Contractor's place of business, Contractor records, and client records, to County and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate Contractor's performance and compliance with applicable laws, regulations, and this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement.
16. **Insurance.** Contractor shall maintain and keep current General Liability Insurance, at a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate. The policy shall be endorsed and the certificate shall name County, its officers, agents and employees named as an Additional Insured with respect to activities under the contract. Within one (1) week following execution of this Agreement, Contractor shall submit a Certificate of Insurance, executed by a duly authorized representative of each insurer and showing compliance with the insurance requirements specified in this Agreement. Contractor shall assure that updated Certificates of Insurance are provided to County for the duration of this Agreement. Contractor shall notify County forty-five (45) days before cancellation or reduction in Contractor insurance coverage.
- 16.1.1. Professional Liability Insurance. In the event that services delivered under this Agreement, either directly or indirectly include the provision of professional services, Professional Liability Insurance, including coverage for losses caused by errors and omissions, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. For the purposes of this Agreement, "Professional Services" shall mean any services provided by a physician, psychologist or other licensed professional.
- 16.1.2. Auto Liability Insurance. In the event that services delivered pursuant to this Agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum

limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

16.1.3. Worker's Compensation If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.

17. **Licensure.** Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.

18. **Non-Discrimination.** Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

18.1. In Employment. Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.

18.2. In Services. Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.

19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- 19.1 Applicable federal and State of Washington statutes and regulations;
- 19.2 General Terms and Conditions contained in this Agreement;
- 19.3 Special Terms and Conditions contained in this Agreement;
- 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
- 19.5 Any other material incorporated herein by reference.

21. **Ownership Of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.
22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
- 22.1. **Financial Records.** Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.
- 22.2. **Clinical/Consumer Service Records.** The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.
23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington
24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
25. **Subcontracting**
- 25.1. Contractor may, without prior notice to County, subcontract with agencies specifically identified in the Statement of Work. For subcontracts with an agency, person, partnership, corporation or governmental entity **not** identified in the Statement of Work, Contractor shall obtain written approval from County at least forty (40) days prior to the proposed effective date of a new or amended subcontract.
- 25.1.1. Contractor shall be responsible for the acts and omissions of its subcontractors.
- 25.1.2. For the purpose of this Agreement, vendors used regularly by Contractor are not subcontractors.

- 25.1.3. A personal services contract between Contractor and an individual does not require prior approval by County.
- 25.2. All subcontracts entered into by Contractor for performance of services defined herein shall be in writing and shall contain language substantially as provided in the following sections of this agreement:
- Accounting
 - Background Checks
 - Compliance with Applicable Law
 - Confidentiality
 - Conflict of Interest
 - Definitions
 - Debarment Certification
 - Indemnification and Hold Harmless
 - Independent Audit
 - Inspection
 - Insurance
 - Licensure and Bonding
 - Non-discrimination in Client Services
 - Records
 - Record Maintenance and Retention
 - Reporting
 - Treatment of Property
 - Subcontracting
 - Subrecipient
- 25.3. County reserves the right to inspect and approve any subcontract document. In the event of subcontract inspection by County, approval will be assumed unless County informs Contractor that the subcontract is disapproved within forty (40) calendar days of receipt of the subcontract document by County.

26. Subrecipients

- 26.1. General. If Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, Contractor shall:
- 26.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 26.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 26.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 26.1.4. Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its subcontractors who are subrecipients;
- 26.1.5. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
- 26.1.6. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
- 26.1.7. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of

1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

- 26.2. Single Audit Act Compliance. If Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Contractor shall:
- 26.2.1. Submit to County the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- 26.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- 26.3. Overpayments. If it is determined by County, or during the course of the required audit, that Contractor has been paid unallowable costs under this Agreement, County may require Contractor to reimburse County in accordance with OMB Circular A-87.
27. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
28. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
- 28.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 28.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 28.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
- Failed to meet or maintain any requirement for contracting with County;

- Failed to perform under any provision of this Agreement;
- Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
- Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
- Otherwise breached any provision or condition of this Agreement.

28.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

28.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any client for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

28.3.3. If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to County resulting from such default shall be deducted from any money due or coming due to Contractor. Contractor shall be liable for actual, incidental and consequential damages, including the reasonable cost of procuring similar services actually procured by the County from another source to fully execute the Contractor's duties under this Agreement.

29. Termination Procedure. The following provisions apply in the event this Agreement is terminated:

29.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services

29.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination. County may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by County.

29.3. If this Agreement is terminated for default, County may withhold a sum from the final payment to Contractor that County determines necessary to protect County against loss or additional liability. County shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Contractor was not in default, Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

29.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement,

including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Agreement.

30. **No Third Party Beneficiary:** The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.
31. **Waiver.** Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**Exhibit A
BUDGET**

Grantee Name: Department of Human Services Transitional Housing Program

Agreement Number: 14-06 Contract Period: 01/01/2014 – 12/31/2014

This Agreement _____ includes / X does not include, in the SPECIFIC TERMS AND CONDITIONS, requirements to which payment of budgeted funds is contingent.

Line Item/Description	Amount
Administrative Costs	\$ 6,440.00
Program Operations	\$ 50,347.00
Facility Support	\$ 14,037.00
TOTAL:	\$ 70,824.00

Funded By: Homeless Housing Funds (2163)

45

Exhibit B
STATEMENT OF WORK

Contractor Name: DHS Transitional Housing Program

Agreement Number: 14-06

Contract Period: 1/1/2014 through 12/31/2014

1. The Contractor will provide Program Operations and Facility Support/Maintenance to formally homeless individuals with severe mental illness who reside in the Contractors Transitional Housing Program.

Program Operations:

Allowable Expenses:

A. Operations are costs specifically attributed to case managers, outreach workers, and/or housing locators (and their supervisors); and other related personnel.

B. Housing Stability. Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities may include: developing, securing, and coordinating services including SSI/SSDI through SSI/SSDI Outreach, Access and Recovery (SOAR); Affordable Care Act activities that are specifically linked to the households stability plan; case management activities related to accessing Work Source employment services; monitoring and evaluating household progress; assuring that households' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.

C. Housing search and placement. Includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

D. Outreach. Includes services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs. Not all households assessed will be eligible for assistance. Time spent assessing a household, whether or not deemed eligible, is an eligible expense under this activity.

E. Data collection and entry

F. Salaries and benefits for program staff

G. Salaries/benefits to monitor sub grantees (or can charge in Administration)

H. Office space, utilities, supplies, equipment (up to \$500 per grant period unless approved in advance by the County), telephone, internet, training/conferences/travel/per diem

I. General liability insurance and automobile insurance

J. Other costs as approved in advance by the County.

2. Progressive Engagement Approach to Services

Case managers and other staff working directly with households should employ the Progressive Engagement (PE) model. In a PE approach, client needs are met with the appropriate level of services, starting with the least intensive service and increasing service level as needed. The initial assessment of strengths, needs and barriers to stable housing informs the development of a client-driven housing stability plan, which may include access to rent assistance and other services. However, it is not expected that the initial assessment will predict the total amount or duration of services needed. Frequent re-assessment informs updated stability plans and the provision of additional services as needed.

Once exited from the housing program, households should be allowed to return to the homeless system if they become homeless or at risk of homelessness in the future. Data shows that most households will maintain housing stability on their own but some will need additional assistance.

Services and housing options provided are tailored to household needs and tailored to household needs and priorities, as much as possible. The household's transition to self-sufficiency is supported through connections to mainstream service providers, such as DSHS/WorkFirst, Worksource, the Veteran's Administration, and the Social Security Administration. The core principles of PE can be applied to both facility-based and rent assistance programs, and can effectively serve a range of client needs.

3. Facility Support

Facility Support includes costs directly related to the operation of temporary housing facilities for congregate living and single-household units for households staying up to 24 months.

Households expected to stay 90 days or less must not be denied housing if they are unable to pay fees, deposits, rents, or other payments. If there are charges for housing, Contractor must have a policy to ensure those unable to pay are not denied housing.

Allowable Expenses

- Lease or rent payment on a building. (if the Contractor owns the building or has a mortgage payment on the building, they may not charge the grant "rent" and then reimburse themselves.)
- Utilities (gas/propane, land line phone, electric, internet, water and sewer, garbage removal).
- Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
- Security and Janitorial (salaries and benefits associated with providing security, janitorial services).
- Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc).

- Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- Hotel/Motel expenses for less than 90 days when no suitable shelter bed is available.
- On site and off site management costs related to the building.
- Facility specific insurance (mortgage insurance is not allowable) and accounting.
- Move in costs for permanent housing including: truck rental and hiring a moving company, application fees, background check fees, credit check fees, rent/security/utility deposits and first month's rent, and costs of urinalyses for drug testing of household members if necessary/required for housing.
- Other expenses as approved by the County.

The following expenses are not eligible:

- Direct services other than those described above.
- Replacement or operating reserves.
- Debt services.
- Construction or rehabilitation of shelter facilities.
- Any costs that are the responsibility of the tenant.
- Cable television service.

4. Maintenance Activities

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include but are not limited to kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

5. Assessment and Housing Stability Plan 90 days to 24 months

An assessment must address barriers to obtaining and maintaining permanent housing after the household leaves the temporary, facility-based housing. Barriers may include criminal history, credit/rental history, ability to pay rent, and/or ability to follow lease.

The assessment must inform a plan which outlines needed services, referrals, goals and action steps leading to housing stability. The plan should be developed collaboratively with the household. Both the assessment and plan, including completion dates of action steps, must be documented in the client file.

6. HMIS Reporting

The Contractor will maintain accurate and required records of individual services to clients to include a monthly report reflecting the number of individuals served and the specific services and/or assistance provided. Monthly reporting requirement can be accomplished through submission of **HMIS** reports with the monthly request for reimbursement of expenses.

- The Contractor will ensure that all program data is entered into the HMIS system timely and accurately.
- The Contractor will participate in HMIS Data Sharing Program.
- The Contractor will participate in the County Homeless Provider meetings and Continuum of Care planning group as requested by the County.

Contractor Financial Certification Documentation

Exhibit C

Contractor:

Organization:

Project:

Project Address:

Project Contact:

Status: ☐ **Non-Profit**
☐ **Corporation**
☐ **Governmental**
☐ **Individual**
☐ **Other:**

Please complete and return the attached forms if they have not been submitted to Walla Walla County Dept. of Human Services in the past 12 months:

☐ **W-9 Form, Request for Taxpayer Identification**

Please attach the following:

☐ **Last Audited Financial Statements; or**
☐ **Form 990; or**
☐ **Form 990T; or**
☐ **Form 1120 for Corporations; or**
☐ **Schedule C from 1040 for individuals**

Please attach the following:

☐ **Insurance Certification**

This form must be completed and submitted with applications for Coordinated Homeless Housing Funds if current forms are NOT on file with Walla Walla County DHS.

County of Walla Walla, Washington
Department of Human Services
PO Box 1595
Walla Walla, WA 99362

**EXPENDITURE REPORT FORM
STATEMENT FOR SERVICES**

Agency Name: Department of Human Services
Agency Address: PO Box 1595/1520 Kelly Place
Walla Walla, WA 99362

Program: Transitional Housing Program for the Mentally Ill

Contract Number: Grant #14-06 Claim Period: _____

Grant for provision of assistance in finding affordable housing from the Walla Walla Homeless Housing Fund (2163).

	Total Cost	Paid by Other Funding Sources			Amount Charged to DHS
		*	*	*	
Facility Support					
Program Operations					
Administrative Costs					

TOTAL BILLED TO DHS _____

Note: *List other funding sources.

I hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and the claim is a just, due and unpaid obligation against the County of Walla Walla and that I am authorized to authenticate and certify to said claim.

By: _____

Title: _____

Date: _____

Service Agreement #14-07

between

WALLA WALLA COUNTY DEPARTMENT OF HUMAN SERVICES

and

DEPARTMENT OF HUMAN SERVICES

The Agreement is entered into by and between Walla Walla County Department of Human Services, hereinafter "County," and Department of Human Services, hereinafter "Contractor," for services relative to Permanent Supportive Housing as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

Exhibit A – Statement(s) of Work

Exhibit B – Budget

Exhibit C – Contractor Certification Form

Exhibit D – Expenditure Report Form

Performance Period: The terms of this Agreement shall commence on January 1, 2014 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on December 31, 2014.

Compensation: Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit B – Budget. The amount of payment for the performance period of this Agreement shall not exceed \$29,400.00

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

COUNTY:

CONTRACTOR:

James K. Johnson, Chairman
County Commissioner
Walla Walla County
314 W. Main St.

Date

Authorized By

Date

Walla Walla, WA 99362
Phone: (509) 524-2505

Harvey R. Crowder, DVM, MS Interim Director
Print Name & Title of Person Signing

Telephone Number / Email Address: (509) 524-2920/hcrowder@wwchhs.org

Mailing Address (Street address required in addition to PO Box.): 1520 Kelly Place Suite #220

Walla Walla WA 99362

Social Security or Business Tax ID#: 91-6001381

CFDA# (if applicable):

UBI#:

State Industrial Account ID # (if applicable):

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. "Agreement" means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. "CFR" means Code of Federal Regulations. All references in this Agreement and any 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>.
 - 1.3. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor's staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit B – Budget. No payment shall be made for any service that is not identified within this Agreement.
 - 3.1. Contractor shall submit claims for reimbursement by the tenth (10th) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within thirty (30) working days following receipt of Contractor's claim for reimbursement, contingent on the availability of funds.
 - 3.1.1. Claims for reimbursement shall be submitted in writing, in a format approved by County. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.1.2. County shall compensate Contractor no more often than monthly for Contractor's service. No payment shall be made in the month services are rendered unless otherwise approved by County.
 - 3.2. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
4. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla

County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over County. Contractor shall immediately give to County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.

6. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
7. **Debarment Certification.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
8. **Disputes.** Except in the event of a dispute arising from County's decision to terminate this Agreement for default, County and Contractor agree to first attempt resolution of disputes informally, by a mutually negotiated process.
9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Contractor.
11. **Financial Certification.** Within 60 days of the execution of the Contract, Contractor shall submit to the County, Contractor Certification Documentation form including the Contractor status as Non-Profit, Corporation, Governmental, Individual or Other Entity. The applicable financial certification documents must also be submitted to the County once every 12 months:
 - 11.1. W-9 Form, Request for Taxpayer Identification
 - 11.2. Last Audited Financial Statements, or Form 990; or Form 990T; or Form 1120 for Corporations; or Schedule C from 1040 for individuals.
12. **Indemnification and Hold Harmless.** Contractor will indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

13. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
14. **Independent Status/Contractor.** Contractor's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Contractor as an independent contractor. It is understood and agreed that County is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
15. **Inspection.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, Contractor shall provide reasonable access to Contractor's place of business, Contractor records, and client records, to County and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate Contractor's performance and compliance with applicable laws, regulations, and this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement.
16. **Insurance.** Contractor shall maintain and keep current General Liability Insurance, at a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate. The policy shall be endorsed and the certificate shall name County, its officers, agents and employees named as an Additional Insured with respect to activities under the contract. Within one (1) week following execution of this Agreement, Contractor shall submit a Certificate of Insurance, executed by a duly authorized representative of each insurer and showing compliance with the insurance requirements specified in this Agreement. Contractor shall assure that updated Certificates of Insurance are provided to County for the duration of this Agreement. Contractor shall notify County forty-five (45) days before cancellation or reduction in Contractor insurance coverage.
- 16.1.1. Professional Liability Insurance. In the event that services delivered under this Agreement, either directly or indirectly include the provision of professional services, Professional Liability Insurance, including coverage for losses caused by errors and omissions, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. For the purposes of this Agreement, "Professional Services" shall mean any services provided by a physician, psychologist or other licensed professional.
- 16.1.2. Auto Liability Insurance. In the event that services delivered pursuant to this Agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum

limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

- 16.1.3. Worker's Compensation If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.

17. **Licensure.** Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.

18. **Non-Discrimination.** Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

18.1. In Employment. Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.

18.2. In Services. Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.

19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- 19.1 Applicable federal and State of Washington statutes and regulations;
- 19.2 General Terms and Conditions contained in this Agreement;
- 19.3 Special Terms and Conditions contained in this Agreement;
- 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
- 19.5 Any other material incorporated herein by reference.

21. **Ownership Of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.
22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
- 22.1. Financial Records. Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.
- 22.2. Clinical/Consumer Service Records. The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.
23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington
24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
25. **Subcontracting**
- 25.1. Contractor may, without prior notice to County, subcontract with agencies specifically identified in the Statement of Work. For subcontracts with an agency, person, partnership, corporation or governmental entity **not** identified in the Statement of Work, Contractor shall obtain written approval from County at least forty (40) days prior to the proposed effective date of a new or amended subcontract.
- 25.1.1. Contractor shall be responsible for the acts and omissions of its subcontractors.
- 25.1.2. For the purpose of this Agreement, vendors used regularly by Contractor are not subcontractors.

- 25.1.3. A personal services contract between Contractor and an individual does not require prior approval by County.
- 25.2. All subcontracts entered into by Contractor for performance of services defined herein shall be in writing and shall contain language substantially as provided in the following sections of this agreement:
- Accounting
 - Background Checks
 - Compliance with Applicable Law
 - Confidentiality
 - Conflict of Interest
 - Definitions
 - Debarment Certification
 - Indemnification and Hold Harmless
 - Independent Audit
 - Inspection
 - Insurance
 - Licensure and Bonding
 - Non-discrimination in Client Services
 - Records
 - Record Maintenance and Retention
 - Reporting
 - Treatment of Property
 - Subcontracting
 - Subrecipient
- 25.3. County reserves the right to inspect and approve any subcontract document. In the event of subcontract inspection by County, approval will be assumed unless County informs Contractor that the subcontract is disapproved within forty (40) calendar days of receipt of the subcontract document by County.

26. Subrecipients

- 26.1. General. If Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, Contractor shall:
- 26.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - 26.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - 26.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - 26.1.4. Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its subcontractors who are subrecipients;
 - 26.1.5. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - 26.1.6. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - 26.1.7. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of

1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

- 26.2. Single Audit Act Compliance. If Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Contractor shall:
- 26.2.1. Submit to County the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- 26.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- 26.3. Overpayments. If it is determined by County, or during the course of the required audit, that Contractor has been paid unallowable costs under this Agreement, County may require Contractor to reimburse County in accordance with OMB Circular A-87.
27. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
28. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
- 28.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 28.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 28.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
- Failed to meet or maintain any requirement for contracting with County;

- Failed to perform under any provision of this Agreement;
- Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
- Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
- Otherwise breached any provision or condition of this Agreement.

28.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

28.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any client for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

28.3.3. If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to County resulting from such default shall be deducted from any money due or coming due to Contractor. Contractor shall be liable for actual, incidental and consequential damages, including the reasonable cost of procuring similar services actually procured by the County from another source to fully execute the Contractor's duties under this Agreement.

29. Termination Procedure. The following provisions apply in the event this Agreement is terminated:

29.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services

29.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination. County may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by County.

29.3. If this Agreement is terminated for default, County may withhold a sum from the final payment to Contractor that County determines necessary to protect County against loss or additional liability. County shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Contractor was not in default, Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

29.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement,

including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Agreement.

30. **No Third Party Beneficiary:** The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.
31. **Waiver.** Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

Exhibit A

BUDGET

Grantee Name: Department of Human Services Permanent Supportive Housing Program

Agreement Number: 14-07 Contract Period: 01/01/2014 – 12/31/2014

This Agreement includes in the SPECIFIC TERMS AND CONDITIONS, requirements to which payment of budgeted funds is contingent.

Line Item/Description	Amount
Administrative Costs	\$ 2,670.00
Program Operations	\$ 3,400.00
Facility Support	\$ 23,330.00
TOTAL:	\$ 29,400.00

Funded By: 2163

02

Exhibit B
STATEMENT OF WORK

Contractor Name: DHS Permanent Supportive Housing

Agreement Number: 14-07

Contract Period: 1/1/2014 through 12/31/2014

1. The Contractor will provide Facility Support and Program Operations to formally homeless individuals with severe mental illness who reside in the Contractor's Permanent Supportive Housing Program.

2. **Program Operations:**

Allowable Expenses:

A. Operations are costs specifically attributed to case managers, outreach workers, and/or housing locators (and their supervisors); and other related personnel (such as shelter staff). This may include lead Grantee staff that coordinate and work on point-in-time counts, housing inventories, local homeless planning, and coordinated entry. This section contains requirements for progressive engagement, working with TANF-eligible households, and allowable expenses for program operations.

B. Housing Stability. Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities may include: developing, securing, and coordinating services including SSI/SSDI through SSI/SSDI Outreach, Access and Recovery (SOAR); Affordable Care Act activities that are specifically linked to the households stability plan; case management activities related to accessing Work Source employment services; monitoring and evaluating household progress; assuring that households' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.

C. Housing search and placement. Includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

D. Outreach. Includes services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs. Not all households assessed will be eligible for assistance. Time spent assessing a household, whether or not deemed eligible, is an eligible expense under this activity.

E. Inspections (see Unit Habitability for Rent Assistance)

F. Data collection and entry

G. Salaries and benefits for program staff

H. Salaries/benefits to monitor sub grantees (or can charge in Administration)

I. Staff costs to issue rent assistance. This cost is not for case management activities. But is associated only associated with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household J. Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by Commerce), telephone, internet, training/conferences/travel/per diem

K.. General liability insurance and automobile insurance

L. Other costs as approved in advance by Commerce.

3. Progressive Engagement Approach to Services

Case managers and other staff working directly with households should employ the Progressive Engagement (PE) model. In a PE approach, client needs are met with the appropriate level of services, starting with the least intensive service and increasing service level as needed. The initial assessment of strengths, needs and barriers to stable housing informs the development of a client-driven housing stability plan, which may include access to rent assistance and other services. However, it is not expected that the initial assessment will predict the total amount or duration of services needed. Frequent re-assessment informs updated stability plans and the provision of additional services as needed.

Once exited from the housing program, households should be allowed to return to the homeless system if they become homeless or at risk of homelessness in the future. Data shows that most households will maintain housing stability on their own but some will need additional assistance.

Services and housing options provided are tailored to household needs and tailored to household needs and priorities, as much as possible. The household's transition to self-sufficiency is supported through connections to mainstream service providers, such as DSHS/WorkFirst, Worksource, the Veteran's Administration, and the Social Security Administration. The core principles of PE can be applied to both facility-based and rent assistance programs, and can effectively serve a range of client needs.

4. Facility Support

Facility Support includes costs directly related to the operation of temporary housing facilities for congregate living and single-household units for households staying up to 24 months.

Households expected to stay 90 days or less must not be denied housing if they are unable to pay fees, deposits, rents, or other payments. If there are charges for housing, Subcontractor must have a policy to ensure those unable to pay are not denied housing.

Allowable Expenses

- Lease or rent payment on a building. (if a Subcontractor owns the building or has a mortgage payment on the building, they may not charge the grant "rent" and then reimburse themselves.)
- Utilities (gas/propane, land line phone, electric, internet, water and sewer, garbage removal).

- Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
- Security and Janitorial (salaries and benefits associated with providing security, janitorial services).
- Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc).
- Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- Hotel/Motel expenses for less than 90 days when no suitable shelter bed is available.
- On site and off site management costs related to the building.
- Facility specific insurance (mortgage insurance is not allowable) and accounting.
- Move in costs for permanent housing including: truck rental and hiring a moving company, application fees, background check fees, credit check fees, rent/security/utility deposits and first month's rent, and costs of urinalyses for drug testing of household members if necessary/required for housing.
- Other expenses as approved by Commerce.

The following expenses are not eligible:

- Direct services other than those described above.
- Replacement or operating reserves.
- Debt services.
- Construction or rehabilitation of shelter facilities.
- CHG facility support in combination with other CHG funded rent and rent/utility assistance.
- Any costs that are the responsibility of the tenant.
- Cable television service.

5. Maintenance Activities

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include but are not limited to kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

W5

6. HMIS Reporting

The Contractor will maintain accurate and required records of individual services to clients to include a monthly report reflecting the number of individuals served and the specific services and/or assistance provided. Monthly reporting requirement can be accomplished through submission of **HMIS** reports with the monthly request for reimbursement of expenses.

- The Contractor will ensure that all program data is entered into the HMIS system timely and accurately.
- The Contractor will participate in HMIS Data Sharing Program.
- The Contractor will participate in the Walla Walla Walla County Homeless Providers Meeting and the Continuum of Care planning group as requested by the Homelessness/Poverty Response & Grant Coordinator.

County of Walla Walla, Washington
Department of Human Services
PO Box 1595
Walla Walla, WA 99362

**EXPENDITURE REPORT FORM
STATEMENT FOR SERVICES**

Agency Name: Department of Human Services
Agency Address: PO Box 1595/1520 Kelly Place
Walla Walla, WA 99362

Program: Permanent Supportive Housing Program for the Mentally Ill

Contract Number: Grant #14-07 Claim Period: _____

Grant for provision of assistance in finding affordable housing from the Walla Walla Homeless Housing Fund (2163).

	Total Cost	Paid by Other Funding Sources			Amount Charged to DHS
		*	*	*	
Facility Support					
Program Operations					
Administrative Costs					

TOTAL BILLED TO DHS _____

Note: *List other funding sources.

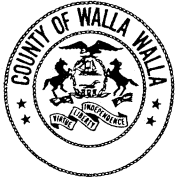
I hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and the claim is a just, due and unpaid obligation against the County of Walla Walla and that I am authorized to authenticate and certify to said claim.

By: _____

Title: _____

Date: _____

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MEMO

Date: January 21, 2014

Proposal ID: 2014 01-21 - DHS

To: BOCC

From: Harvey Crowder, Interim Director, Dept. of Human Services

Topic – RFP #13-04 Mental Health Outpatient, Crisis and Residential Services

Intent – Obtain Walla Walla County Board of County Commissioners (BOCC) approval of contract award recommendations from the RFP Review & Scoring Committee and subsequently, from the Human Services Advisory Board

Summary

RFP #13-04 was issued on October 17, 2013 for Mental Health Outpatient, Crisis and Residential Services.

Proposals were received from Central Washington Comprehensive Mental Health (CWCMH) and Reliance Medical Clinics, PLLC DBA NeuroPsych Program (Reliance) prior to the December 6, 2013 deadline.

The proposals were reviewed and scored by a committee consisting of individuals experienced in the areas of finance, law, law enforcement, schools, physical health, and mental health and are named below:

Doug Bayne, WWCC Foundation
Mary Campbell, Legal
Mike Humphreys, Law Enforcement
Everett Maroon, Blue Mountain Heart to Heart
Paul McClain, SOS Clinic/MD Providence St. Mary
Laure Quaresma, Walla Walla Public Schools
Tom Sawatzki, Mental Health Services Consumer/Finances

Objective criteria were scored with a numerical rating as outlined in the Attachment 1: "Evaluation Matrix, Walla Walla County RFP #13-04, Mental Health Outpatient, Crisis and Residential Services". The results of this scoring and ranking is outlined on Attachment 2: "Mental Health RFP Scoring Grid Master, December 2013"

The Review and Scoring Committee met on December 18, 2013 to discuss the applications, review scoring and ranking and were provided the opportunity to meet with and ask questions of each of the Proposers. The summary of the December 18, 2013 meeting is attached as "Scoring Committee Meeting Minutes – December 18, 2013"

Final rankings and recommendations were made combining the numerical ranking along with responses to the questions of the committee.

W8

The recommendations made by the Review and Scoring Committee were presented below to the Human Services Advisory Board on January 14, 2014. The recommendations of the Review and Scoring Committee were approved as submitted and those recommendations are presented today to the Board of County Commissioners for final review and recommendation.

Objective Scoring and Ranking of the Proposals submitted are as follows:

Proposer	Proposed Program (possible 40)	Company Experience (Possible 30)	Costs of Services (Possible 30)	Total	Rank	Recommendation
Central WA Comprehensive Mental Health	37	27	23	87.21	1	Award Contract for Mental Health Services per RFP #13-04
Reliance Medical Clinics, PLLC DBA NeuroPsych Program	24.4	17	16	57.5	2	Do not contract

Attachment 1 is the Evaluation Matrix which defines the objective criteria upon which the written proposals were scored.

Attachment 2 is the Mental Health RFP Scoring Grid Master, December 2013 reflecting the final scoring and ranking of each proposal that was reviewed and scored by the committee

Attachment 3 is the Scoring Committee Meeting Minutes – December 18, 2013 which reflect the summary of responses to formal questions of the Committee to representatives of each agency who submitted RFP Proposals.

Alternatives Considered

Four alternatives were considered for this presentation to the BOCC:

1. Approve the recommendations as presented and recommend award of contract services to Central Washington Comprehensive Mental Health
2. Decline the recommendations and recommend award of contract services to the alternate proposer: Reliance Medical Clinics
3. Decline the recommendations and reject both proposals and re-procure through a new RFP process
4. Decline the recommendations and reject both proposals and continue the provision of mental health outpatient, crisis and residential services by Walla Walla County Department of Human Services

5. Cost

Approximately \$3,808,550

6. Funding

Mental Health Contracts through Greater Columbia Behavioral Health Regional Support Network for State, PIHP and Federal Mental Health Block Grant funds.

Acquisition Method

Upon approval of the recommendations to award contracted mental health services to Central Washington Comprehensive Mental Health, negotiations will begin with Walla Walla County, the Regional Support Network and Central Washington Comprehensive Mental Health to develop a coordinated transition plan with a target date of July 1, 2014 to fully implement transition of services.

Security

N/A

Access

Comprehensive has been successfully meeting Greater Columbia Behavioral Health RSN and State DSHS/Division of Behavioral Health and Recovery contract access standards in all of the communities they serve for an extended period of time.

Risk

As with any contract, there are risks associated with having a new contractor deliver county services. The recommended agency, Central Washington Comprehensive Mental Health has been a provider of mental health services in four (4) other counties and has been operational as a not for profit corporation since 1972 and is governed by a community Board of Directors of up to 17 members from through its service area. They have a substantial experience in the provision of the full range of mental health services and demonstrated a history of excellence as supported by letters of recommendation received from a wide range of stakeholders in their current service area.

Benefits

Alternative 1 will enable transition of mental health services in a timely and effective manner.

Conclusion/Recommendation

We believe Alternative 1, the acceptance of the recommendations to issue an award of contracts to Central Washington Comprehensive Mental Health will provide a smooth and professional transition of mental health services to residents of Walla Walla County to a highly qualified provider who have demonstrated the skill and capacity necessary in their work in three (3) other counties.

Submitted By

Ray RD DHS 1/21/14

Disposition

☐ Approved

☐ Approved with modifications

☐ Needs follow up information

☐ Denied

Name

Department

Date

Name

Department

Date

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

**Walla Walla County Department of Human Services
RFP #13-04
Review & Scoring Committee Meeting
December 18, 2013**

RFP #13-04 was issued on October 17, 2013 for the Mental Health Outpatient, Crisis and Residential Services. Proposals were received from Central Washington Comprehensive Mental Health (CWCMH) and Reliance Medical Clinics, PLLC DBA NeuroPsych Program (Reliance) prior to the December 6, 2013 deadline.

The Review & Scoring Committee, consisting of individuals experienced in the areas of finance, law, law enforcement, education, physical health care, and mental health. The proposals were reviewed and scored in advance of this meeting using objective criteria as outlined in the "Evaluation Matrix, Walla Walla County RFP #13-04, Mental Health Outpatient, Crisis and Residential Services". The scores were submitted in advance and the numerical ratings, final rankings and comments or questions were summarized on the "Mental Health RFP Scoring Grid Master, December 2013".

All members of the Review & Scoring Committee were In Attendance:

Doug Bayne, WWCC Foundation
Mary Campbell, Legal
Mike Humphreys, Law Enforcement
Everett Maroon, Blue Mountain Heart to Heart
Paul McClain, SOS Clinic/MD Providence St. Mary
Laure Quaresma, Walla Walla Public Schools
Tom Sawatzki, Mental Health Consumer/Finances

DHS Staff in Attendance:

Debbie Dumont, DHS Contracts/Programs Manager
Angie Witt, DHS Recorder

Representatives Interviewed from the Proposer Agencies:

Rick Weaver-Central Washington Comprehensive Mental Health

Denise Nichola-Reliance Medical Clinics
Kishore Varada-Reliance Medical Clinics
Joe Nicasio-Reliance Medical Clinics

"Mental Health RFP Scoring Grid Master, December 2013" was distributed for review and discussion. A list of questions submitted by reviewers was developed and asked of each proposer:

The responses to prepared questions and follow-up questions are outlined as follows:

- 1. I am not clear about how your program will handle crisis calls. Will there be a local person (working in Walla Walla County) who will take the call 24-7-365, or will all calls go first to a call center ("ProtoCall" mentioned by CWCMH) process and THEN to someone in the County?**

CWCMH-We will have people on site in the county. Callers will call ProtoCall, an 800 number with trained staff located in Portland. This provides both a warm line and crisis service that will do initial screen then transfer to Walla Walla staff. CWCMH has been working with them for approximately 7 or 8 years. CWCMH will write a localized script which can be individualized for those who may be frequent callers or have special needs. The crisis staff start working on resources right away and will use a protocol of Crisis case management where callers will receive follow-up the next day as well.

Reliance-Would like to use current staff, and use the same system that is in place. We have worked closely with CRU staff in the Tri-Cities and we know how to run crisis services.

- 2. Can you please clarify what, if any, patient services that are currently being provided in Walla Walla County will no longer be available in WW County?**

CWCMH- No current services will be eliminated. The services may look differently but do not plan to stop any services currently being provided.

Reliance- Drug and Alcohol Treatments system would not be continued, we have no capacity for those services in Walla Walla. May be able to add services but we are motivated to keep continuity of care.

3. Can you please clarify what, if any, patient services that are currently NOT being provided in Walla Walla County will be provided in WW County if they are selected?

CWCMH- Evidence Based Practices used with high fidelity, Residential options for adults, access to regional services. CWCMH is opening a new Evaluation & Treatment (ENT) facility in February 2014, in coordination with Yakima Memorial Hospital where Walla Walla residents will priority for placement. Would provide aggressive outreach with crisis services and would add Peer Support and Crisis Aides to the staffing for Crisis Services. Add more Peer support positions, Peers are past consumers who have demonstrated commitment to recovery and who go through a paid training and have employment once training and state certification is completed. We have generally recruited Peers from within our mental health services and sponsored individuals for training who demonstrate appropriate skills in recovery. We have developed a training curriculum for Mental Health Professional to improve their skills in working with Peers and would provide that training. We have extensive experience with Clubhouse programs and would expect to work with the local clubhouse. For Children, we work with the Washington Intensive Services (WISE) Program as a result of the recent Children's Mental Health settlement, that works with Evidence Based Practices. The state will screen children to see if they need high intensity wrap around services for those with high needs. Children will be screened using the CANS screen. If we receive this contract, this will start in July of 2014 as we have requested and received tentative approval to bring this program to Walla Walla.

Reliance- Clubhouse Model and ICCD Certification to help reduce the use of more intense services. We provide an emphasis on the practice of modern psychiatry which includes our own Transcranial Magnetic Stimulation (TMS) machine, located in the Tri-Cities. Our use of TMS has reduced the use of ECT and brings modern psychiatric techniques to Walla Walla. We have expertise in Psychiatric management and would provide consistent psychiatric services. We have three Psychiatrists who live in the Tri Cities and will work in the Tri Cities; 2 MD and 1 PAC. We have one more MD pending and would possible add 1 more ARNP. Our program now sees 6,000+ patient and Dr. Naan is Board Certified in Drug & Alcohol treatment as well. Our current office in Walla Walla contracts with Dr. Singer, who lives in Walla Walla. We expect that 1 doctor will live in Walla Walla and engage in the community. The key is to keep the current staff because they know the consumers and the community. We are starting to build a 16 bed stabilization unit or ENT, expected to open in May or June of 2014 in Tri-Cities. This is being built with private funding to improve bed availability. Our agency is able to take insurance patients.

Follow-up question to Reliance – You mention the clubhouse model as the model for patient services, how would you incorporate the clubhouse model?

Reliance- We have used the clubhouse model for 23 years. Clubhouse model is certified model for clubhouse development. Provide a place for Mentally Ill to go during the day. Case managers see clients there and they work on employment, life skills, etc. The case management plans can be incorporated into the clubhouse model. Not all consumers will use the clubhouse model but it is available. ICCD website shows that consumers that use clubhouses have less hospitalizations.

4. How do you measure outcomes and determine success?

CWCMH- We have a robust Quality Improvement program and set and manage to quality measures. As example, 80% of our crisis response is provided where client is located. We measure and monitor consumer satisfaction, the crisis response rates, the number of ER visits, recidivism following hospital stays, access to service, walk-in model for intake services, jail, outcome measures called T.O.P.S. that consumers answer. We report to our Advisory Boards on what the outcomes are, we report to our Board of Directors. We are actively recruiting a community member in Walla Walla to be on the CWCMH Board of Directors.

Reliance- We would stay in the building and use same staff. Tools in place to set goals and outcomes for quality assurance, access to services, especially reducing the wait time for someone to see a Psychiatrist. We plan to develop a model of walk-in crisis triage. We plan to set outcome goals that are pleasing to everyone and would look at measures such as access to services, hospitalization rates, housing access and employment goals. Joe Nicasio brings experience from Lourdes and will put a system in place. We expect to contract with a Psychologist as we can't leave everything to case managers.

5. Question to Reliance only: Reliance balance sheet does not balance, can you please explain?

Reliance - Liabilities and Equities looks like it exceed the Assets. The CPA approved balance sheet was not available at the time of the proposal as the CPA comes on a monthly basis. Reliance uses a private CPA and has not obtained an external audit. Provided what was available to them from their Quickbooks print out only. No external audit done, CPA Paul Neefer is the CPA they use.

6. How does Walla Walla fit into your agency plan? Can your agency offer services to Walla Walla adequately? (specifically to CWCMH: Are you too big?)

CWCMH-We have criteria from our board that asks "Can we do this and do a good job?" "Can we do this and not retract from other counties?" Etc. We have a lot of support from local community agencies, we have worked with the local Walla Walla CHAT team and have been welcomed in with our new office funded in part by the 0.1% funding. Because of our size, the knowledge and capability is there to deal with other insurance companies, and other services that can be provided. We are providing Health Home services in Walla Walla right now. Why yes to Walla Walla and no to Chelan-Douglas? Walla Walla was chosen because of the nature of the community and how the community has supported us. The agencies in the community appear to work well together.

Reliance- Our focus will be in Walla Walla and no other counties. Our agency is located only in Tri-Cities and in Walla Walla.

7. Have you identified a Program Director for Walla Walla County?

CWCMH- We have a couple candidates but are committed to finding a local Director with local knowledge. It is more important to get the right person rather than a person quickly. The interim plan will be to have members of the CWCMH leadership team in Walla Walla on-site daily.

Reliance- We intend to keep most of the staff that are qualified and want to work with us. Kishore Varada will be the Program Director and the Medical Director will be Dr. Naan and provide oversee. Need to fill the Program Manager position with someone locally. Joe Nicasio will run the clubhouse and other activities. Expect to keep 90% of staff who are qualified to be employed. We will be able to identify any problem areas.

8. How is the transition going to be seamless across the board? How are you going to integrate the staff? How would you involve local personnel in leadership and transition:

CWCMH- Prefer to enter into a management contract with the county to introduce changes and slowly transition to our agency. We would like to be able to hear from both the present staff and the community. Ideal situation, as we have done in two other counties, is to start meeting with the staff now and slowly switch over leadership. We know it is challenging for the staff and what we have done in the past is give the current staff a chance to work with CWCMH. We know there are challenges to staff in this transition, we have previously been able to give credit to employees for seniority the years of service with the County to improve their benefit and retirement status.

Reliance- Reliance will have to start from scratch. We will want to evaluate the demographics and use data from the EM (Electronic Medical Record) many patients, age group, electronic medical records, specialized services, what are requirements of therapy. We will meet with leaders from DHS and from Reliance. Concentrate on one place at a time. Use the transition timeline to transition, but we don't expect it would take long to evaluate staffing and patient case loads. Need to know the staff and their expertise and if they want to stay on board. We see the continuity of care as critical to the success of a successful transition.

9. What is your planned staffing pattern for Walla Walla? How many nurse practitioners with prescribing capabilities and how many psychiatrists would you hire? Is the organizational chart you provided what you plan to do here in Walla Walla?

CWCMH-We have recruited a nurse practitioner who will start on February 3rd with our 0.1% contract and work part time. We are actively recruiting another psychiatrist and would like to retain the current DHS Psychiatrist on staff now to have two psychiatrists and an ARNP at the outset. Our goal will be to have 3 prescribers initially. We will recruit more prescribers if needed. CWCMH has the ability to offer back up staff to cover vacations as our Medical Director enjoys filling in for other Psychiatrists. We also have the ability to provide Telepsychiatry and utilize our specialist staff with expertise in pediatric and geriatric psychiatry. We are able to provide sufficient staffing to maintain a pattern of

quite successful prescriber follow up, especially for clients who present in crisis and require quite follow up with a prescriber.

Reliance- We will guarantee a full-time Psychiatrist and a mid-level prescriber in Walla Walla. ARNP's can be trained by MD's and we will want to contract with a Psychologist. We need to have a psychiatrist available to interface with the case managers, as all falls apart without the psychiatrist involvement in staffing. Our psychiatrists have extensive crisis experience. We would maintain the status quo at the outset. We need to access medical records to evaluate the multifactorial needs of the clients served, for example, we have good experiences in managing clients with mental health and HIV/AIDS. We require mandatory vitals for all patients and see the need for more Medical Assistants.

10. Will you provide mental health support for individuals with mental health concerns and HIV/AIDS?

CWCMH – We use an integrated Care Management system and work with the mental health and physical health needs of all consumers.

Reliance – Those issues can be multifactorial and we would need access to an individual's medical records. A specialized team would be needed under the leadership of a psychiatrist, to address the needs of individuals with mental health and physical health diagnoses..

11. How do you feel about the 2 year contract with the 3 year extension?

CWCMH- We know that is how it has to be done. The RSN only contracts for a biennium funds through the state.

Reliance- We have full expectation of the contract being renewed due to the excellence of our work.

12. Do you have any plans or capacity to provide education to the local provider community?

CWCMH-We have been meeting with providers in Walla Walla County. We plan to work closely with the medical community to support integration of services. It is very important to our agency.

Reliance-We have a pediatrician who works here and works with local doctors. Currently getting information to the community. We work closely with Catholic and Family Services in the Tri-Cities and expect we would have a relationship with them in Walla Walla.

13. Do you offer Continuing Education and training to members of the community and/or your staff?

CWCMH-We train to EBP's (Evidence-based practices) in cooperation with the University of Washington and have a national web-based site that we use for some training as well. We ensure staff are trained to provided EPS's to fidelity. We train our staff often.

Reliance-We currently participate in MA (Medical Assistant) training with Charter College. We are also offering internships with Pacific Northwest University. We would expect to provide rotations for Walla Walla Community College nursing students. Our Psychiatrists will work with therapists who desire to pursue licensure to become licensed Mental Health Clinicians. Offer in-service training and networking to clinics in Walla Walla. Dr. Naan is able to offer training in DBT (Dialectical Behavioral Therapy).

Questions asked in follow-up to Reliance:

14. Reliance has several different names, can you explain why you have so many names?

Reliance - Multiple business names, Reliance Medical Clinics is the corporation name and we are doing business as Neuropsych Program for mental health services and Eden Medical Center is the name of the building that Reliance owns in the Tri-Cities.

15. What do you say is the biggest challenges in doing mental health services in Walla Walla?

Reliance- The biggest challenge will be the back office, reporting and capacity requirements and developing an EMR (Electronic Medical Record) that will be sufficient for reporting. We have no experience with this type of reporting, but are committed to following the rules and requirements. We do know how to provide the best care. We have received Molina bonuses due to the cost savings to Molina for reducing hospitalizations. The biggest challenge will be related to EMR. Our current EMR, Valant may or may not be used.

Summary comments and recommendations from the Review & Scoring Committee:

CWCMH- This proposer was ranked much higher based on their written presentation. The agency has a good track record and is a safe choice. They have done a nice job of presenting to local community agencies. They appear to be in a much better position to serve the needs of Walla Walla Walla County. They have depth and access to a crisis stabilization unit that would give our county priority for admission. This agency is ahead with using Evidence Based Practices. Have a great Children's Mental Health Plan.

Reliance- Their written proposal bordered on non-responsive in some areas, but they were dynamic and exciting in person. A great deal of concern expressed about their lack of accounting and accountability skills, which may place mental health services in Walla Walla at risk. They do not appear to have sufficient capacity to manage the scope of services requested. Provider model is attractive that they presented, but concerns were voiced about their capacity to fulfill the plan. Reliance believes in patient advocacy which is very attractive. Clubhouse model was unconventional. Their focus appears to be adult focused, they did not talk much about Children's Mental Health Services. Concern was expressed regarding the use of the treatment modality of Transcranial Magnetic Stimulation (TMS) as described by Reliance Medical Clinics. (Additional inquiry on TMS by the committee found that is reported to be used for the treatment of severe refractory depression, similar to Electroconvulsive Therapy and from a medical perspective, the use of TMS would most likely be seen as an "extremely rare" treatment in Walla Walla County. It is not reported to be commonly used, and, in fact, seems to be rarely used in the country.)

Recommendation: CWCMH to be awarded the Mental Health Outpatient, Crisis and Residential Services Contract.

Recommendation: Do not contract with Reliance.

EVALUATION MATRIX
WALLA WALLA COUNTY RFP #13-04
MENTAL HEALTH OUTPATIENT, CRISIS AND RESIDENTIAL SERVICES

PROPOSAL SUBMITTED BY: _____

EVALUATION FACTORS	PROPOSED PROGRAM	POINTS AVAILABLE	POINTS AWARDED
System Design Overall	<ul style="list-style-type: none"> Does the agency clearly define the overall approach for meeting the work requirements and scope outlined? Did the agency provide a work program with deliverables corresponding with minimum requirements? Does the agency demonstrate the administrative support it will need to document services. 	10	
System Design: Services	<ul style="list-style-type: none"> Have essential services been described? Have each subcontractor been listed with their role and managers? Has the agency described the location of each task performed if different from the address provided? Has the agency described how will it will meet 24/7 response to crisis? 	10	
Access	<ul style="list-style-type: none"> Does the agency describe how it intends to meet the minimum requirements? Does the agency describe how it will handle a surge in requests? 	5	
Performance and Quality Management	<ul style="list-style-type: none"> Has the Agency clearly defined what tool it will use to provide data described in the data dictionary to Greater Columbia Behavioral Health? Has the agency clearly defined the development and implementation of a quality management plan? Has the agency clearly defined how the agency evaluates program effectiveness and individual participant satisfaction? Has the agency defined what services will be provided in a manner that addresses both State and Regional Performance Measures defined by GCBH and DBHR. 	10	
Level of Care	<ul style="list-style-type: none"> Does the agency demonstrate familiarity with Access to Care Standards? Does the agency demonstrate how they will coordinate with other organizations for level of care? 	5	
TOTAL POINTS		40	0
EVALUATION FACTORS	COMPANY EXPERIENCE	POINTS AVAILABLE	POINTS AWARDED
Competency	<ul style="list-style-type: none"> Has proposer demonstrated they have the skills to fulfill the requirements of this RFP? Evaluate the proposal for the following: <ul style="list-style-type: none"> experience with the population they propose to serve. experience delivering services to complex individuals with multiple needs providing support and maintenance experience with the health care industry and associated legal and security requirements? For each subcontractor, has the agency indicated the role, responsibility and experience each have providing mental health services in Washington State? 	15	
Longevity	<ul style="list-style-type: none"> Has the agency done this kind of work and for how many years? Does the agency have the experience and ability to support organizations in Walla Walla County? 	5	
Need	<ul style="list-style-type: none"> Does the agency describe how it will meet an unmet need or provide unique services? Does the agency describe how it will meet expanding needs for services in the future? 	10	
TOTAL POINTS		30	0
EVALUATION FACTORS	COSTS OF SERVICES	POINTS AVAILABLE	POINTS AWARDED
Budget	<ul style="list-style-type: none"> Did the agency provide a line-item budget estimating the first 24 months of operations. Did the agency provide a budget narrative explaining the rationale for the budget and demonstrating that the budget is reasonable and justifiable. 	15	
Breakdown	<ul style="list-style-type: none"> Did the agency include in the budget a breakdown by task, and if applicable, of estimated hours and number of assigned personnel for each task, the total of each task, a project total and a total for project expenses. 	15	
TOTAL POINTS		30	0
TOTAL ALL SECTORS		100	0

Evaluator Name: _____
Signature: _____

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December 2013

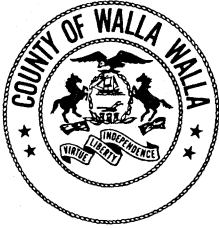
78

10:00

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

- a) Department update and miscellaneous pgs 80-81



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

January 21, 2014

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues for the Board.

None

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Network

- No issues

Other Projects

- **Service Desk Software**
 - We went live Jan2.
 - Users are able to request help
 - We are still dealing with internal processes and electronic discovery of devices
 - Affecting ability to manage inventory and budget predictions for replacements
- **Disk To Disk Backup Solution**
 - Done
- **Budget /Assets**
 - Still would like to visit the idea of setting a baseline for equipment so that we can try to limit budget creep by constantly approving new equipment.
 - Created new ADP to capture information about inventory
 - ADP is and electronic form in OUTLOOK
 - Transitioning information from old service desk to new
 - Surplus equipment has been removed from the old jail cell in the Assessors area.
 - Already receiving more devices for surplus – decision on what (value) we can administratively surplus on our own would help.
 - Developing an electronic form for surplus items to help control flow of inventory. We don't want to be a dumping ground for everything "electric"

80

- **Technology Refresh**
 - New equipment arriving (Sheriff)
 - PC's are in progress – Laptops probably mid-February
- **Assessor/Treasurer software upgrade**
 - Received new project schedule
 - Training officially starts today 1/21/14 for 2 weeks - then 2 weeks as needed for refresher or additional training.
- **AS-400 decommission**
 - Making good progress.
 - a) L&J now has their copy / 10 days left to test
 - b) College Place now has their data
 - c) Just started the Clerks Calendaring piece
- **Walla Walla County Policy on Information Technology and Use of Resources**
 - Sent an updated version to Lucy
- **Superior Court 1-2 Updates**
 - Bids closed on 12/20/13
 - Jesse is checking to make sure the bids were responsive
- **Public Record Requests Last 2 Weeks**
 - 3 = Requests received
 - 1 = Went to a department
 - 4 = Completed
 - 5 = Total Open

10:15

COURT SERVICES/JUVENILE JUSTICE CENTER

Mike Bates

a) Consent Agenda Items:

- 1) Resolution _____ - Approving *resolution pg 83*
County Program Agreement between
Washington State Department of
Social and Health Services and Walla
Walla County Juvenile Justice Center
(WA CARES)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
COUNTY PROGRAM AGREEMENT
BETWEEN WASHINGTON STATE
DEPARTMENT OF SOCIAL AND
HEALTH SERVICES AND WALLA
WALLA COUNTY JUVENILE
JUSTICE CENTER (WA CARES)

RESOLUTION NO.

WHEREAS, the State of Washington, Department of Social and Health Services, Division of Behavioral Health and Recovery, has offered Walla Walla County a program agreement to provide a one-year license for on-line access to WA-CARES, the Washington Court and Recovery Enhancement System, a project designed to track the impact of using an electronic case management system in conjunction with the provision of recovery support services with the client population court ordered into the Family Treatment Court offered through the County Mental Health .01% program.

WHEREAS, said agreement did commence on November 1, 2013, and shall terminate on October 31, 2014. Cost of said one year license as well as maximum program agreement amount is \$3,000.00.

WHEREAS, the Walla Walla County Juvenile Justice Center Administrator has reviewed said Program Agreement and recommends approval; and

WHEREAS, said Program Agreement was submitted to the County Prosecuting Attorney and County Personnel/Risk Manager for review; now therefore,

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Program Agreement, and that the Chair of the Board shall sign same in the name of the Board.

Passed this 21st day of January, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

10:30

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Consent Agenda Items:

- 1) Resolution _____ - Setting a resolution pg 85
hearing date to consider declaring
certain equipment and miscellaneous
used parts as surplus

- b) Department update and miscellaneous pg 86

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BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE TO CONSIDER
DECLARING CERTAIN EQUIPMENT
AND MISCELLANEOUS USED
PARTS AS SURPLUS

RESOLUTION NO.

WHEREAS, Walla Walla County has no beneficial use for certain pieces of equipment and miscellaneous used parts; now therefore,

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that a hearing to consider declaring certain equipment and miscellaneous used parts surplus be set for 10:30 a.m., Monday, February 10, 2014 in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington

Passed this 21st day of January, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

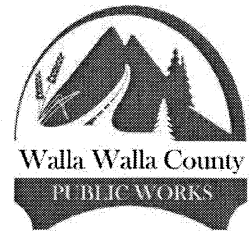
James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

Walla Walla County Public Works
PO Box 813
Walla Walla, WA 99362



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 16 January 2014

Re: Director's Report for the Week of 13 January 2014

Board Action: 21 January 2014

Resolutions:

In the Matter of Setting a Hearing Date to Consider Declaring Equipment and Miscellaneous Parts Surplus

ENGINEERING:

- Mill Creek Forest Highways Project: Public meeting is being scheduled for 30 January at Fire Station #45 on Mill Creek Road (6 – 7:30pm).
- Taumarson Road: Defining right-of-way impacts.
- Bussell Road: Surveyor to review aerial survey and produce map for design.
- Petty Bone Bridge: Waiting for NEPA.
- Walter Bridge: Acquiring right of way. Minor drafting left to complete.

DEVELOPMENT:

- Reviewing DOT plans to install an overpass on SR124 over the railroad crossing and re-align Monument road.
- Reviewed proposal to install sewer lines across county road for the Burbank Schools to utilize the Port of Walla Walla's new sewer lines.
- Met with City of Walla Walla and property owner concerning potential development south of Reser Road and Fern Ave.

MAINTENANCE:

- Met with Brian Burns from Tri-State Steelheaders to discuss prospective grant opportunity to help address Mill Creek Channel flood control and fish passage issues.
- Crews conducting routine maintenance.

ADMINISTRATION:

- Conducted budget review meeting.

80

10:45

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a) Possible executive session re:
litigation or pending or potential
litigation (pursuant to RCW 42.30.110(i))

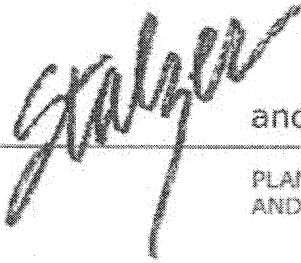
10:50 **COUNTY COMMISSIONERS**

a) **Action Agenda Items:**

- 1) Discussion of "Initiative 502 Proposed Work Plan and Process" Memorandum dated January 10, 2014 from Bill Stalzer, Stalzer and Associates, county planning consultant, relative to County Ordinance No. 415

pgs 89-90


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and Associates

PLANNING, LAND USE
AND DEVELOPMENT SERVICES

Memorandum

Date: January 10, 2014
To: Board of County Commissioners
From: Bill Stalzer, planning consultant 
Cc: Jesse Nolte, Deputy Prosecuting Attorney, Tom Glover, Director, Walla Walla Joint
Community Development Agency
Re: Initiative 502 Proposed Work Plan and Process

After review of Ordinance 415 and of documents related to Initiative 502 and after discussions with Jesse Nolte, Jesse and I are recommending the attached work plan to review the effect of licensing the production, processing, and retail sale of recreational marijuana.

The documents described in the work plan would be prepared by us with assistance from the Walla Walla Joint Community Development Agency as needed. The planning commission would review the materials and recommend a course of action to the commissioners following the process for public participation, workshops, and a public hearing contained in WWCC Section 14.15 for amendments to development regulations. The goal is to complete the planning commission process no later than July 15th.

To guide the work of the planning commission, we are recommending that the commissioners establish project principles that would apply to the regulation of recreational marijuana. By January 23rd we would submit a draft of project principles for consideration by the commissioners. Additionally, we would prepare a summary of the content and status of recreational marijuana development regulations approved by selected jurisdictions.

Jesse and I are available to discuss the proposed work plan and process.



**Attachment
Recreational Marijuana Proposed Work Plan**

BACKGROUND

- Prepare a summary of the Washington State Liquor Control Board rules for recreational marijuana
- Prepare a background paper on the issues to be considered when regulating the production, processing, and retail sale of recreational marijuana

COMPREHENSIVE PLAN AND ZONING

- Determine if existing policies address issues related to the production, processing, and retail sale of recreational marijuana. Propose modified or new policies if necessary
- Review the land use designations and propose those appropriate for the production, processing, and retail sale of recreational marijuana
- Review the zoning districts and propose those appropriate for the production, processing, and retail sale of recreational marijuana
- Determine if existing development regulations other than zoning address issues related to the production, processing, and retail sale of recreational marijuana. Propose modified or new regulations if necessary

LEGAL

- Review how the production, processing, and retail sale of recreational marijuana conflicts with federal law (it does) and recommend measures to ensure that the County is addressing the Federal Priorities set forth by the August 2013 Department of Justice memo.
- Research and recommend strong and effective regulatory and enforcement systems that have been demonstrated to be effective in practice;
- Review any Federal law enforcement responses to I-502
- Prepare a summary of any Court decisions dealing with I-502.

SEPA (Non-Project Action)

- Prepare a SEPA checklist that includes proposed mitigation measures, as necessary

MISCELLANEOUS

- Provide staffing to the planning commission with assistance from the Walla Walla Joint Community Development Agency as needed

Note: All work will be based on existing available documents and information from online sources such as MRSC, WSCLB, DOJ, WAAG, WAAPA, City/County websites, etc.

- a) Department update and miscellaneous pg 93
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Proposal 2014 01-21 PRM Claim for damages (Fowler) pg 92
- d) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))



MEMO

Date: 1/16/14

Proposal ID#: 2014 01-21 PRM

To: BOCC

From: Lucy Schwallie, Personnel/ Risk Management

Decision Item: James Fowler, Claim

Summary

This claim results from a January 10, 2014, incident where a Juvenile Justice Center (JJC) employee clipped a parked car's back tail light due to an obstructed view while supervising the pickup of downtown trash. The JJC employee left a note with the parked vehicle and the vehicle owner has submitted a claim for the damage to the tail light.

Background

After reviewing all of the claim, photographs, and JJC incident report, all documents support the incident occurring as described above. The claimant submitted two quotes with his original Tort claim for \$217.65, and a second quote for \$217.00.

Cost \$217.00

Funding: Risk Management Fund

Conclusion/Recommendation: It is recommended that this claim be paid.

Submitted By:

Disposition

Name
Lucy Schwallie

Department
Personnel/Risk Mgmt.

☐ Approved
☐ Approved with modifications
☐ Needs follow up information
☐ Denied

BOCC Chairman: _____

Date: _____

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PERSONNEL/RISK MANAGEMENT BOCC Update 1/21/2014
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Employment Information:

- 2013 Job Applicant Statistics
- New position: Farm and Commercial Appraiser, Assessor, Internal (1/20-1/24)
- *Executive Session – Potential Litigation – Employee Complaint*

Risk Information:

- New Contract for Signature - Indigent Defense for Conflict Dependency, CHINS/ARY (Monahan-Hood)
- **Decision Item** – James Fowler Claim (PRM 1-16-14)

11:30

COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

12:00

Recess

1:30

COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.