

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MARCH 9, 2020**

**PLEASE NOTE: ALL TIMES ARE TENTATIVE AND AT THE DISCRETION OF THE CHAIRMAN WITH THE EXCEPTION OF ADVERTISED BID OPENINGS AND PUBLIC HEARINGS.**

**10:00 COUNTY COMMISSIONERS**

**Chairman Tompkins**

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) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) 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.*

**e) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms
- 2) Review warrant list
- 3) Review travel warrant list

**f) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for March 2 and 3, 2020
- 2) Resolution \_\_\_\_\_ - Signing Interagency Agreements with various entities for emergency medical services
- 3) Resolution \_\_\_\_\_ - Appointment of Alisha Scholz to the Touchet-Lowden Mosquito Control Board
- 4) Payroll action and other forms requiring Board approval

**g) Action Agenda Items:**

- 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_ (travel)

- h) Miscellaneous business to come before the Board

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
THE MINUTES OF THE WALLA  
WALLA COUNTY COMMISSIONERS'  
PROCEEDINGS FOR MARCH 2 AND  
3, 2020

}

**RESOLUTION NO. 20**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the minutes of the Walla Walla County Commissioners' proceedings of March 2 and 3, 2020 shall be approved.

*Passed this 9<sup>th</sup> day of March, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

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

**BOARD OF COUNTY COMMISSIONERS**  
**WALLA WALLA COUNTY, WASHINGTON**

**IN THE MATTER OF SIGNING  
INTERAGENCY AGREEMENTS  
WITH VARIOUS ENTITIES FOR  
EMERGENCY MEDICAL SERVICES**

**RESOLUTION NO. 20**

**WHEREAS**, the Walla Walla County Commissioners recognize the need for a comprehensive emergency medical services program in Walla Walla County; and

**WHEREAS**, the cities of Walla Walla and College Place, and Fire Protection Districts #1, #2, #3, #4, #5, #6, #7, and #8, through the utilization of their resources, are equipped to operate and administer Emergency Medical Services as defined by RCW 18.73.030(10); and

**WHEREAS**, Walla Walla County has no full-time Fire Department or staff to provide emergency medical services; and

**WHEREAS**, the parties recognize the advantages to be gained from the establishment of a single, integrated Comprehensive Emergency Medical Services Program and the County has the authority to establish such a system pursuant to RCW 36.01.095; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and sign Interagency Agreements between Walla Walla County and the following named entities:

- |                                |                                  |
|--------------------------------|----------------------------------|
| 1) City of Walla Walla         | 6) Fire Protection District # 4  |
| 2) City of College Place       | 7) Fire Protection District # 5  |
| 3) Fire Protection District #1 | 8) Fire Protection District # 6  |
| 4) Fire Protection District #2 | 9) Fire Protection District # 7  |
| 5) Fire Protection District #3 | 10) Fire Protection District # 8 |

**BE IT FURTHER RESOLVED** that said agreements shall be in effect from January 1, 2020 through December 31, 2020.

*Passed this 9<sup>th</sup> day of March, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

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

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT  
OF ALISHA SCHOLZ TO THE  
TOUCHET-LOWDEN MOSQUITO  
CONTROL DISTRICT BOARD OF  
TRUSTEES

}

RESOLUTION NO. **20**

**WHEREAS**, effective February 10, 2020, Dallas Thompson resigned from the Touchet-Lowden Mosquito Control District Board of Trustees; and

**WHEREAS**, pursuant to RCW 17.28.130, vacancies on the Board of Trustees of the Touchet-Lowden Mosquito Control District are to be filled by appointment by the Board of County Commissioners; and

**WHEREAS**, the Board of Trustees of the Touchet-Lowden Mosquito Control District has recommended Alisha Scholz to fill said vacancy; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby appoint Alisha Scholz to the Touchet-Lowden Mosquito Control District Board of Trustees.

**BE IT FURTHER RESOLVED** that the term of said appointment shall be January 1, 2020 through December 31, 2021.

*Passed this 9<sup>th</sup> day of **March, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

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of Walla Walla County, Washington*



**COUNTY COMMISSIONERS (continued)**

- i) Review reports and correspondence;  
hear committee and meeting reports
- j) Review of constituent concerns/possible  
updates re: past concerns

10:15

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

**a) Public Hearing:**

- 1) To consider declaring certain equipment, miscellaneous used parts & tools, office furniture and obsolete computers as surplus

**b) Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Declaring certain equipment, miscellaneous used parts and tools, office furniture and obsolete computers as surplus
- 2) Resolution \_\_\_\_\_ - Bid award  
- Chemical Vegetation Control

**c) Department update and miscellaneous**

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF DECLARING  
CERTAIN EQUIPMENT,  
MISCELLANEOUS USED PARTS  
AND TOOL, OFFICE FURNITURE  
AND OBSOLETE COMPUTERS AS  
SURPLUS

}

RESOLUTION NO. **20**

**WHEREAS**, the Board of Walla Walla County Commissioners, in accordance with Chapter 36.34 of the Revised Code of Washington, has the authority to sell certain equipment, miscellaneous used parts and tools, office furniture and obsolete computers once declared surplus; and

**WHEREAS**, a public hearing determining the advisability of surplusizing certain equipment, miscellaneous used parts and tools, office furniture and obsolete computers was held on March 9, 2020; and

**WHEREAS**, it is in the best interest of the public to declare surplus and dispose of the equipment, miscellaneous used parts and tools, office furniture and obsolete computers listed on Attachment "A", which by this reference is made a part hereof; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that said equipment, miscellaneous used parts and tools, office furniture and obsolete computers are declared surplus.

**BE IT FURTHER RESOLVED** that the Public Works Department be directed to coordinate sale of said items, and publish notice of such sale as prescribed, which notice will set forth equipment, miscellaneous used parts and tools, office furniture and obsolete computers to be sold, as listed in Attachment "A", together with the time and place of said sale.

*Passed this 9<sup>th</sup> day of **March, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

\_\_\_\_\_  
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**Attachment "A"**

**Surplus Equipment – March 2020**

- #205 - 2008 Ford Expedition, VIN 1FMFU16568LA57901, License 85944C
- #207 - 2005 Ford Crown Victoria, VIN 2FAFP71W15X150778, License 73581C
- #212 - 2005 Chevrolet Trailblazer, VIN 1GNDDT13S052328470, License 73584C
- #229 - 2009 Chevrolet Impala, VIN 2G1WS57M191264977, License 90392C
- #240 - 2006 Ford Crown Victoria, VIN 2FAFP71W16X146117, License 78963C
- #832 – 2012, HP Laser Jet Printer, Black & White S/N JPRCCCG018
- #1207 – 1999, Trailer, Pup, Workman VIN 1B9PCCS2XXP446051 License 49599C
- #1208 - 1999, Trailer, Pup, Workman VIN 1B9PCCS29XP446050 License 49600C
- #1278 - 2007, Ford, F150 Pickup, VIN 1FTRX14W77FA59044 License 81764C
- #1280 - 2006, Ford, F250 Pickup, 3/4 Ton Supercab VIN 1FTSX21Y16ED89621  
License 82034C
- #1299 - 2009 Edka snowplow, Serial Number 6E13-2
- #1302 - 2011 Mack GU813 Dump Truck, VIN 1M2AX18CXBM012247, License 93493C  
155,562 miles

Also, to be declared surplus:

Obsolete Computers (zero value), Used Parts and Tools, Radar Gun and Miscellaneous Office Furniture

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A BID AWARD  
FOR CHEMICAL VEGETATION  
CONTROL PRODUCTS

}

RESOLUTION NO. **20**

**WHEREAS**, as advertised, a bid opening was held on March 2, 2020 for furnishing Walla Walla County with Chemical Vegetation Control Products, the following bids were opened and read publicly; and,

**WHEREAS**, bids were received from Wilbur-Ellis Company and Nutrien Solutions; and,

**WHEREAS**, Section 10 of the Instructions to Bidders indicated this Board may award each item separately to the successful bidder for that item; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that Items 1,2,3,5,10,11,16,17 and 18 be awarded to Wilbur-Ellis Company and Items 6,7,9 and 13 be awarded to Nutrien Solutions and items 4,8,12,15,19 and 20 be awarded to both companies for the amounts specified in the "Unit Price" column of the Bid Form submitted.

**BE IT FURTHER RESOLVED** that the County reserves the right to purchase any or no quantities at the unit bid price, or to utilize other processes, such as utilizing the County vendor's list or purchasing from the state contract.

*Passed this 9<sup>th</sup> day of **March, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

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

## Exhibit " A"

ITEM DESCRIPTION		WILBUR/ELLIS	ITEM DESCRIPTION	NUTRIEN SOLUTIONS
1	PORFOLIO 4F	\$420.00/GAL	PORTFOLIO 4F	\$465.00/GAL
2	TEBUTHIURON 80 WG	\$17.50/LB	SPIKE 80 DF	\$22.62/LB
3	BROADRANGE 55	\$30.00/GAL	FREELEXX	N/A
4	FREQUENCY	\$600.00/GAL	FREQUENCY	\$600.00/GAL
5	ESCORT XP	\$2.13/OZ	ESCORT	\$2.20/OZ
6	SPREADER ACTIVATOR (Aquatic Label)	\$29.00/GAL	SPREADER 90	\$16.00/GAL
7	INSIST 90 PLUS	\$15.75/GAL	BREWER 90/10	\$12.78/GAL
8	ESPLANADE	\$1197.44/GAL	ESPLANADE	\$1197.44/GAL
9	CROSSHAIR	\$50.00/GAL	COMPADRE	\$21.20/GAL
10	GLYPHOSATE - 4 LBS.	\$15.30/GAL	CINCO	\$16.14/GAL
11	GLYSTAR PLUS	\$10.20/GAL	MAD DOG PLUS	\$12.54/GAL
12	E-2	\$42.00/LB	E-2	\$42.00/GAL
13	SYLTAC	\$57.25/GAL	PHASE	\$30.00/GAL
14	PERSEPECTIVE	NO BID	PERSPECTIVE	NO BID
15	MILESTONE	\$265.00/GAL	MILESTONE	\$265.00/GAL
16	IMAZAPYR 4 A.I.	\$90.32/GAL	POLARIS AC 4# AI	\$95.10/GAL
17	WEEDAR 64	\$9.34/GAL	PLATOON	\$11.02/GAL
18	TELAR XP	\$10.68/OZ	TELAR XP	\$10.92/OZ
19	METHOD 240 SL	\$324.82/GAL	METHOD 240 SL	\$324.82/GAL
20	PIPER	\$70.00/GAL	PIPER	\$70.00/GAL

Items 1,2,3,5,10,11,16,17,18 will be purchased from Wilbur Ellis

Items 6,7,9,13 will be purchased from Nutrien Solutions

Items 4,8,12,15,19,20 will be purchased from both companies

**Walla Walla County Public Works**  
**990 Navion Lane**  
**Walla Walla, WA 99362**

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To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 4 March 2020

Re: Director's Report for the Week of 2 March 2020

**Board Action: 9 March 2020**

**Hearings:**

In the Matter of a Hearing to Declare Certain Equipment, Miscellaneous Used Parts & Tools, Office Furniture and Obsolete Computers Surplus

**Resolutions:**

In the Matter of Adopting Declaring Certain Equipment, Miscellaneous Used Parts & Tools, Office Furniture and Obsolete Computers Surplus

In the Matter of a Bid Award – Chemical Vegetation Control Products

**ENGINEERING:**

- Installing guardrail this week on Mill Creek Road. Paving on Mill Creek, Wallula and other flood repair spots to be done the 3<sup>rd</sup> or 4<sup>th</sup> week in March.
- Scheduling the drone survey flight for Lower Waitsburg Road for next week if weather allows.
- Annual rock stockpile surveys complete.
- All drone survey flights of the flood damages have been processed.
- Right of way offers being made on Middle Waitsburg Road project.

**MAINTENANCE/FLEET MANAGEMENT:**

- Working on flood clean up at different locations.
- Finalized repairs at McCown/Coppei Road.
- Beginning to get back into chip seal prep.
- Vegetation crews spraying as weather allows.
- Garage crews working on routine vehicle maintenance.

**ADMINISTRATION:**

- Conducted monthly Foremen's meeting.
- Conducted quarterly Labor Management meeting.
- Attended monthly Department Head/Elected Official meeting.
- Attended a Local Emergency Planning Committee (LEPC) meeting in Franklin County and provided a flood damage summary/update.

**10:30**

**TECHNOLOGY SERVICES DEPARTMENT**

**Chad Goodhue**

- a)** Department update and miscellaneous





**WALLA WALLA COUNTY**  
**Technology Services Department**

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362  
(509) 524-2590  
cgoodhue@co.walla-walla.wa.us

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File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

March 9<sup>th</sup>, 2020

To: **Walla Walla County Board of Commissioners**

Re: Technology Services Update

**Issues/Information for the Board.**

- Tech Services has deployed two demo switches in a live environment, and they have functioned very well.
- The following Departments have not signed up for phishing awareness
  - Auditor
  - Clerk
  - Assessor
  - Sheriff
  - Facilities
- March 25<sup>th</sup> Imagesoft will be onsite to work with District Court to evaluate their workflow
- Network switch replacement – Tech Services with WWE will be testing all Fiber to make sure that our fiber can handle the 10gig speeds
- We are finishing the last of the Windows 7 PCs, specifically in the Sheriff's Office
- March 16<sup>th</sup> True Automation begins work on migrating to their new servers.

**Components (Main infrastructure)**

**Hardware**

- Power Issues
  - Tech Services is working with Synchronous Technologies to Clean up and deploy the new power units.

**Software**

- Working with the Sheriff's office to use their instance of Archive Social to begin archiving county social media

**Security/Viruses**

- The new Sophos AV contract is coming due in March and we are working on adding an Encryption piece for all servers and desktops.

**Other Projects**

- OnBase

- Working with ImageSoft to finish migrating data from the “old servers” to the “new servers”
- **SQL Server licensing**
  - True Automation has begun setting up the new servers for migration.
- **Budget & Inventory**
- **Contracts**
  - Working with both the JJC and Community Health on a number of contracts
- **Inventory**
  - Tech Services is evaluating a piece of software called Lansweeper that is far superior to Sysaid for inventory and reports of hardware and software. It is very reasonably priced and has a strong backing by other State and Local agencies.
- **Public Record Requests Last 2 Weeks**
  - 8 = Requests received
  - 0 = Forwarded to departments
  - 8 = Completed
  - 0 = Pending review
  - 0 = Pending Closure
  - 0 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 3 = Open
  - YTD = 21

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
  - 63 = Requests received
  - 33 = Open
  - 66 = Closed

#### ----- Definitions

**DMS – Document Management System (OnBase)**

**OCIO = Office of the Chief Information Officer**

**DAN - Disposition Authority Numbers (Secretary of State retention schedule)**

**JLARC=Joint Legislative Audit and Review Committee**

**ACCIS =Association of County, City Information Systems (managers)**

**API = Application Program Interface**

**CJIS = Criminal Justice System Information Systems**

**PRO=Public Records Officer**

**NDA=Non-disclosure agreement**

**EOL=End of Life**

**WiFi=Wireless network connectivity (Wireless Fidelity)**

**FTP = File Transfer Protocol (file transfer server)**

**ADA=Americans with Disabilities Act**

**DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.**

**IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.**

10:45

**COUNTY CORRECTIONS DEPARTMENT**

**Norrie Gregoire**

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Approving  
Professional Services Contract for  
CJTA Funded Treatment and Recovery  
Support Services with Washington  
State Health Care Authority (K3973)

**b) Department update and miscellaneous**

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
PROFESSIONAL SERVICES  
CONTRACT FOR CJTA FUNDED  
TREATMENT AND RECOVERY  
SUPPORT SERVICES WITH  
WASHINGTON STATE HEALTH  
CARE AUTHORITY AND WALLA  
WALLA COUNTY (K3973)

RESOLUTION NO. **20**

**WHEREAS**, the Washington State Health Care Authority has made contracted Criminal Justice Treatment Account funds (CJTA) available to Walla Walla County to provide treatment and recovery support services to individuals involved in the criminal justice system; and

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

**WHEREAS**, the County Prosecuting Attorney and Technology Services Director have reviewed said contract; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement and will sign same.

*Passed this 9<sup>th</sup> day of **March, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

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

	<b>PROFESSIONAL SERVICES CONTRACT for</b> CJTA Funded Treatment and Recovery Support Services	HCA Contract Number: K3973 Resulting from Solicitation Number (If applicable: NA Contractor/Vendor Contract Number:
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**THIS CONTRACT** is made by and between Washington State Health Care Authority, (HCA) and Walla Walla County, (Contractor).

CONTRACTOR NAME Walla Walla County		CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR ADDRESS   Street 455 W. Rose Street, P.O. Box 1754	City Walla Walla	State WA	Zip Code 99362-1754
CONTRACTOR CONTACT Norrie Gregoire	CONTRACTOR TELEPHONE (509) 524-2822	CONTRACTOR E-MAIL ADDRESS ngregoire@co.walla-walla.wa.us	
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S):	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

HCA PROGRAM Criminal Justice Treatment Account- State Appropriations	HCA DIVISION/SECTION DBHR / SUD
HCA CONTACT NAME AND TITLE  Tony Walton, Criminal Justice Behavioral Health Administrator	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-9992	HCA CONTACT E-MAIL ADDRESS <a href="mailto:tony.walton@hca.wa.gov">tony.walton@hca.wa.gov</a>

CONTRACT START DATE July 1, 2019	CONTRACT END DATE June 30, 2020	TOTAL MAXIMUM CONTRACT AMOUNT \$51,222.00
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**PURPOSE OF CONTRACT:**

Contractor to provide Criminal Justice Treatment Account funds to provide treatment and recovery support services to individuals involved in the criminal justice system in accordance with RCW 71.24.580.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

# Schedule A

## Statement of Work

Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth below.

### 1. Definitions

**“American Society of Addiction Medicine” or “ASAM”** means the six dimensions to identify the intensity of treatment services that best fits the individual’s needs and provides a common language of holistic, biopsychosocial assessment, and treatment across addiction treatment, physical health, and mental health services, which also addresses the spiritual issues relevant in recovery.

**“Case Management” or “Case Management Services”** means services provided by a Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT) licensed by the Washington Department of Health, or a person under the direct clinical supervision of a SUDP, to individuals assessed as needing treatment and admitted into treatment. Services are provided to assist clients in gaining access to needed medical, social, educational, and other services. Services include case planning, case consultation and referral, and other support services for the purpose of engaging and retaining or maintaining clients in treatment.

**“Continuity of Care”** means the provision of continuous care for chronic or acute medical and behavioral health conditions to maintain care that has started or been authorized to start as the Individual transitions between: facility to home; facility to another facility; providers or service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of Care occurs in a manner that prevents secondary illness, health care complications, or re-hospitalization; and promotes optimum health recovery.

**“County Match”** means that jurisdictions must match, on a dollar-for-dollar basis, state moneys allocated for therapeutic courts with local cash or in-kind resources. Moneys allocated by the state may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts (RCW 2.30.040).

**“Criminal Justice Treatment Account” or “CJTA”** means the account created by Washington State Legislature that may be expended solely for: substance use disorder treatment and treatment support services for individuals with a substance use disorder that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State (RCW 71.24.580).

**“CJTA Plan” or “Plan”** means the plan that is developed by the county human services or behavioral health services department, county prosecutor, county sheriff, county superior court, a substance use disorder treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court (RCW 71.24.580(6)). The plan shall be approved by the county legislative authority or authorities; and, submitted to the panel established in 71.24.580(5)(b) of this section, for disposition of all the funds provided from the CJTA within that county.

**“Culturally and Linguistically Appropriate Services” or “CLAS”** means the national standards in health and health care intended to advance health equity, improve quality, and eliminate health disparities by establishing a blueprint for health and health care organizations.



**“Division of Behavioral Health and Recovery” or “DBHR”** means the Health Care Authority’s Division of Behavioral Health and Recovery, and its employees and authorized agents.

**“Drug Court”** means a court utilizing a program structured to achieve both a reduction in criminal recidivism and an increase in the likelihood of rehabilitation through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

**“Evidence-based Practice” or “EBP”** means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with a substance use disorder that are involved in the criminal justice system. EBP also means a program or practice that has been tested where the weight of the evidence from review demonstrates sustained improvements in at least one outcome, and/or a program or practice that can be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.

**“Individual”** means any person in the criminal justice system who is in need of behavioral health services, regardless of income, ability to pay, insurance status or county of residence.

**“Medication Assisted Treatment (MAT)” or “Medications for Opioid Use Disorder (MOUD)”** both mean the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

**“Outreach” or “Community Outreach”** means identification of hard-to-reach Individuals with a possible SUD and engagement of these individuals in assessment and ongoing treatment services as necessary.

**“Research-based”** means a program or practice that has been tested with a single randomized, or statistically controlled evaluation, or both, demonstrating sustained desirable outcomes; or where the weight of the evidence from a systemic review supports sustained outcomes as described in this subsection but does not meet the full criteria for evidence-based (RCW 2.30.020).

**“Recovery Support Services” or “RSS”** means services that are intended to promote an individual’s socialization, recovery, self-advocacy, development of natural support, and maintenance of community living skills. RSS include, but are not limited to, the following services: Supported employment services, supportive housing services, peer support services, wraparound facilitation services, and any other services that are conducive to an individual’s recovery in an Substance Use Disorder (SUD) Program (WAC 246-341-0718).

**“Substance Use Disorder” or “SUD”** means a problematic pattern of using alcohol or another substance that results in the impairment in daily life or noticeable distress; and, whereby the individual continues use despite leading to clinically significant impairment or distress as categorized in the DSM-5.

**“Substance Use Disorder Professional” or “SUDP”** means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.

**“Substance Use Disorder Professional Trainee” or “SUDPT”** means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT

**"Therapeutic Courts"** means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children, termination of parental rights, and substance use and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

**"Treatment"** means services that are critical to a participant's successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in Chapter 246-341 WAC.

**"Treatment Support"** means services such as transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.

**"Washington State Jail" or "Jail"** means any city, county, regional, or tribal jail operating in the state of Washington.

## 2. Purpose

Contractor will provide treatment and recovery support services, funded by Criminal Justice Treatment Account funds, to individuals involved in the criminal justice system in accordance with RCW 71.24.580.

## 3. CTJA Account Services Specific Eligibility and Funding Requirements

In addition to state funding through the CJTA, several counties receive additional state funding for specific Drug Courts. State Drug Court funding is provided to the following counties: Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston. The counties that receive supplemental state Drug Court funding must ensure the provision of substance use disorder treatment and support services detailed below, and in accordance with RCW 71.24.580 and RCW 2.30.030.

- a. In accordance with RCW 71.24.580, the Contractor will be responsible for treatment and recovery support services for criminally involved individuals.
- b. CJTA Statutory Funding Guidelines
  1. In accordance with RCW 2.30.040 counties that allocate CJTA and/or State Drug Court funds to a Therapeutic Court Program must match, on a dollar-for-dollar basis, an equal amount of local funding through cash or in-kind resources. Moneys appropriated under this provision may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts.
  2. No more than ten percent (10%) of the total CJTA funds may be used for the following support services combined:
    - i. Transportation; and
    - ii. Child Care Services.
  3. At a minimum, thirty percent (30%) of the CJTA funds for special projects that meet any or all of the following conditions:



- i. An acknowledged best practice (or treatment strategy) that can be documented in published research;
- ii. An approach utilizing either traditional or best practice approaches to treat significant underserved population(s) and populations who are disproportionately affected by the criminal justice system;
- iii. A regional project conducted in partnership with at least one other entity serving the service area; and/or
- iv. CJTA Special Projects. A special project would HCA retains the right to request progress reports on CJTA special projects.

#### 4. **CJTA Funding – Allowable Services**

- a. Brief Intervention (any level, assessment not required);
- b. Acute Withdrawal Management (ASAM Level 3.7WM);
- c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM);
- d. Outpatient Treatment (ASAM Level 1);
- e. Intensive Outpatient Treatment (ASAM Level 2.1);
- f. Opioid Treatment Program (ASAM Level 1);
- g. Case Management (ASAM Level 1.2);
- h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
- i. Long-term Care Residential Treatment (ASAM Level 3.3);
- j. Recovery House Residential Treatment (ASAM Level 3.1);
- k. Assessment (to include Assessments done while in jail);
- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Recovery Support Services that may include:

1. Employment services and job training;
  2. Relapse prevention;
  3. Family/marriage education;
  4. Peer-to-peer services, mentoring and coaching;
  5. Self-help and spiritual, religious support groups;
  6. Housing support services (rent and/or deposits);
  7. Life skills;
  8. Education Training (e.g. GED Assistance); and
  9. Parent education and child development.
- t. Substance Use Disorder treatment in the Jail:
1. CJTA funds may not supplant any currently funded programs that previously existed in a Jail environment.
  2. The Contractor may not use more than 30% of their allocation for treatment in the Jail unless they receive written authorization from the HCA Contract Manager.
  3. If CJTA funds are utilized for these purposes, the Contractor must attempt to provide treatment with the following stipulations:
    - i. Identify and provide transition services to persons with substance use disorder, who meet the CJTA requirements as defined in RCW 71.24.580, to expedite and facilitate their return to the community;
    - ii. Continue treatment services with individuals who were engaged in community-based treatment prior to their incarceration, with the intent to complete the outpatient treatment episode; and
    - iii. Initiate outpatient treatment services with individuals who will be released and transition into community-based treatment.
  4. The following treatment modalities may be provided through CJTA funding:
    - i. Engaging individuals in SUD treatment;
    - ii. Screening, assessing, and inducting individuals on MOUD;
    - iii. Referral to SUD services;
    - iv. Providing continuity of care; and
    - v. Planning for an individual's transition from Jail.

## 5. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the health care authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this Contract, will abide by the following guidelines related to CJTA and Therapeutic Courts:
  1. The Contractor will only subcontract with Therapeutic Courts that have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
  2. The Contractor will only subcontract with Therapeutic Court programs that work with licensed SUD behavioral health treatment agencies that have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
  3. The Contractor may not subcontract with a Therapeutic Court program that is known to have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
  4. The Contractor must notify the HCA if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
    - i. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
    - ii. Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;
    - iii. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
  5. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with a medical professional.

## 6. CJTA Plan

- a. The Contractor must coordinate with the local CJTA panel for the county in order to facilitate the planning requirement as described in RCW 71.24.580(6). County level funding priorities are established by the local CJTA Panel. The plans should detail the coordination within the county, leverage the needed services for the community, and reach the intended population for the CJTA fund. Any CJTA funded efforts must be included in the CJTA Plan, including the following specific elements:
  1. Describe in detail how substance use disorder treatment and support services will be delivered within the region;
  2. Per section 3.b.1 of this Statement of Work, address the CJTA Account Match Requirement if funds provide treatment or recovery support services for therapeutic court participants;
  3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:
    - i. Describe the project and how it will be consistent with the strategic plan;
    - ii. Describe how the project will enhance treatment services for individuals in the criminal justice system;
    - iii. Indicate the number of individuals who will be served using innovative funds;
    - iv. If applicable, indicate plans for inclusion of MOUD within the county's Therapeutic Court programs; and
    - v. Address the Fiscal and programmatic Data Reporting requirements found in Section 7 of this Statement of Work.
  4. The Local CJTA Panel must approve the Contractor's CJTA Plan through a consensus. A majority vote is sufficient if a consensus is not reached.
  5. The final approved plan must be approved by the county's legislative authority.
  6. Completed and legislatively approved plans must be submitted to the HCA for Review and Approval. Plan will be forwarded to the State CJTA Panel once approved by the HCA. The Contractor must implement the plan as it is written and notify the HCA if any changes are made.
  7. CJTA Plans are due by October 15, 2019 and are updated every two years to coincide with the state fiscal biennium. Contractor may reasonable request an extension of up to 30 calendar days on the CJTA Plan due date, and HCA may approve the extension in its sole discretion.

## **7. Data Reporting Requirements**

- a. The Contractor shall ensure that staffing is sufficient to support CJTA-related data analytics and related data systems to oversee all data interfaces and support the specific reporting requirements under Contract.

- b. The Contractor shall ensure that all Subcontractors required to report programmatic data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract.
- c. There are three quarterly reports that the Contractor will be responsible for submitting: The Quarterly Progress Report (QPR), the Revenue and Expenditure Report (R&E), and the Programmatic Treatment Report (PTR).
  - 1. The Contractor will be responsible for submitting the QPR. The HCA will provide the Contractor with a template form that will report on the following program elements:
    - i. Number of individuals served under CJTA funding for that time period;
    - ii. Barriers to providing services to the Criminal Justice Population;
    - iii. Strategies to overcome the identified barriers;
    - iv. Training and Technical assistance needs;
    - v. Success stories or narratives from individuals receiving CJTA services; and
    - vi. If a Therapeutic Court receives CJTA funded services, the number of admissions of individuals into the program who were either already on MOUD, referred to MOUD, or were provided information regarding MOUD.
  - 2. The Contractor will be responsible for submitting the R&E on a quarterly basis. The HCA will provide the Contractor with a template form that captures the fiscal expenditures for that quarter. The Contractor:
    - i. Will use the Excel spreadsheet provided by the HCA;
    - ii. Will report the amount of CJTA expenditures in their Contractor for each state fiscal quarter (State Fiscal quarters end on March 31, June 30, September 30, and December 31);
    - iii. Complete the document in its entirety; and
    - iv. Submit the internally reviewed and complete R&E report within 45 days of the end of each State Fiscal Quarter.
  - 3. The Contractor is responsible for submitting the PTR each quarter through a Secure File Transfer (SFT). The HCA will provide the Contractor with an excel workbook template that will capture a variety of demographic and programmatic data that supports the services being provided by the state appropriations. In addition, this process will include the following:
    - i. The Contractor will ensure that their subcontractor has the bandwidth to complete all data elements requested in the PTR.

- ii. The Contractor may allow the subcontractor to do all data entry but the PTR must be submitted into the Behavioral Health Data System (BHDS) by the Contractor through the established Secure File Transfer procedure within 45 days of the end of each State Fiscal Quarter. The Contractor may request an extension of this requirement during the first Contract term.
- iii. The Contractor will review for completeness and accuracy each PTR that they receive from the subcontractor.
- iv. The Contractor will work with their subcontractors to ensure that any applicable Release of Information (ROI) forms are updated to account for the sharing of Personal Health Information (PHI) with the HCA.

11:00

**HUMAN RESOURCES/RISK MANAGER**

**Shelly Peters**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) Proposal 2020-03-09 HR/RM  
Approval to deny claim for damages (Owsley)
  - 2) New position approval form –  
Temporary Nurse position (s) for  
the Department of Community Health

**11:15**

**COUNTY COMMISSIONERS**

**a) Action Agenda Items:**

- 1) Execute Change Order Number  
Ten and Eleven for Walla Walla County  
Courthouse Elections Department  
Remodel
- 2) Resolution \_\_\_\_\_ - Denying claim  
for damages by Jim and Kathleen Owsley  
against Walla Walla County

- b)** Miscellaneous or unfinished business  
to come before the Board

**12:00**

**RECESS**



**1:30**

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

- a) Miscellaneous business for the Board
- b) Possible executive session re:  
litigation or potential litigation  
(pursuant to RCW 42.30.110(i))

- a) Miscellaneous business for the Board
- b) **Consent Agenda Item:**
  - 1) Execute Educational Affiliation Agreement between Walla Walla County and Whitman College
- c) Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))

## EDUCATIONAL AFFILIATION AGREEMENT

between  
Walla Walla County  
and  
Whitman College

This Educational Affiliation Agreement is entered into by and between Whitman College, an educational, non-profit corporation located in Walla Walla, Washington (the "College") and Walla Walla County, Washington, (the "Facility"). The Agreement shall become effective on the date that the last required signature is affixed to this Agreement.

*Whereas*, the College's Student Engagement Center provides The Community Fellow Program, which places third and fourth-year Whitman students at local public, non-profit and government agencies for up to 160 hours per academic year; and

*Whereas*, the College desires to obtain practical experiences for its students who are awarded Community Fellow positions; and

*Whereas*, the Facility wishes to support education in the fields of health and government and is willing to provide an internship experience at the Facility for the College's students;

*Now, therefore*, in consideration of the mutual agreement set forth in this document, the Facility and the College agree as follows:

### I. RIGHTS AND RESPONSIBILITIES OF THE FACILITY

- 1.1 The Facility will designate and submit in writing to the College the name(s) and professional and academic credentials of the health and government professional responsible for the internship experience. This person(s) shall be given the title of "Site Coordinator."
- 1.2 The Site Coordinator shall, at a minimum:
  - a. Provide for meaningful student orientation;
  - b. Coordinate the educational program at the Facility;
  - c. Provide the student with evaluation and feedback for the purposes of enhancing the student's learning experience and ensuring a quality learning experience.
- 1.3 The Facility will prepare and revise research and learning objectives for the purposes of structuring the Community Fellow program and for providing criteria for student evaluation. Revision of objectives will be made as deemed necessary by either party, but the revised objectives must be acceptable to both parties.

- 1.4 Within the framework of the Facility's needs and abilities, the Facility will provide a range of experiences in health and government for the student that is appropriate to the student's needs and level of proficiency and that is of adequate size and variety to ensure the best educational experience possible.
- 1.5 The Facility will at all times remain fully and solely responsible for the care, treatment and well being of all Facility clients.
- 1.6 The Facility will look to provide learning experiences and opportunities to work with other disciplines, as appropriate.
- 1.7 The Facility will notify the College in writing at least thirty (30) days prior to student assignment if there are any changes that will significantly affect the student's educational experience.
- 1.8 The Facility will provide the student with instructional and practical experiences on new equipment and techniques as they are required, and as they are available.
- 1.9 The Facility will notify as soon as possible the Student Engagement Center's Assistant Director for Internship Programs of problems arising with individual students or groups of students.
- 1.10 The Facility will evaluate the student in accordance with the guidelines provided by the College.
- 1.11 In the event of a medical emergency involving the student at the Facility, the Facility will contact emergency medical services or transport the student to an appropriate local emergency medical facility. The cost of any such treatment is to be borne by the student and/or the student's health insurance provider and not by the Facility.
- 1.12 The Facility will provide direct supervision of the Community Fellow student.
- 1.13 The Facility will maintain records and reports on the student's performance. Information shall be shared with the College by using forms supplied by the College or through such other means of communication approved by the College.
- 1.14 The Facility will assist the College and the student by providing information regarding, where applicable, facilities, housing, transportation, policies, and such other information as might be necessary for the student.

## II. RIGHTS AND RESPONSIBILITIES OF THE COLLEGE

- 2.1 The College will designate and submit in writing to the Facility the name,

professional and academic credentials, and faculty rank of the faculty person(s) assigned the title of "Program Director."

- 2.2 The Program Director shall, at a minimum:
  - a. Coordinate student assignments with the Facility;
  - b. Work with the Site Coordinator to provide quality experiences for the student and the Facility; and
  - c. Foster healthy and effective communications between the College and the Facility in all matters relating to this Agreement and the student experiences contemplated by it.
- 2.3 College shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the Community Fellow Program. College shall provide Facility with evidence of insurance if so requested.
- 2.4 The College will maintain ultimate authority and responsibility over its students, pertaining to their educational experience; this includes the right to revoke or terminate any student assignment to the Facility.
- 2.5 The College will encourage suggestions from the Facility regarding Community Fellow Program improvement.
- 2.6 Wherever possible, the College will visit the Facility at least once a year and participate in written and telephone communication exchanges whenever indicated. These communications should be put in a permanent log for future reference and proper documentation.
- 2.7 The College will have the right to review and inspect the Facility, subject to any safety or security protocols and/or any state or federal privacy or confidentiality laws. On-site visits may include evaluations of assignment of selected objectives, special lectures and similar activities, at the discretion of the College Program Director.
- 2.8 The College will provide student evaluation forms to the Facility prior to the student's arrival.
- 2.9 The College will hold the student responsible for her/his own transportation, housing, and attire, if not voluntarily provided to the student by the Facility.
- 2.10 To the fullest extent permitted by law, the College agrees to indemnify, defend and hold the Facility, Walla Walla County, and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to

court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the College, its employees, agents, volunteers or the students participating in the Community Fellow Program; or are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. This indemnification obligation of the College shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the Facility or Walla Walla County. The foregoing indemnification obligations of the College are a material inducement to the Facility to enter into this Agreement, and have been mutually negotiated by the Parties.

### III. MUTUAL RIGHTS AND RESPONSIBILITIES

- 3.1 There will be no unlawful discrimination on the basis of race, religion, sex, creed, age, disability, sexual orientation, gender identity, national origin or other legally protected characteristics with regard to the educational or practice experience of the student.
- 3.2 Neither party will consider the student to be an employee of either party nor is the student entitled to wages, employment or unemployment benefits. The student is participating in this program as a student in the process of developing corrections, law and justice knowledge and experience under the guidance and direction of the Facility staff.
- 3.3 Although the student is not to be considered as an employee, the student will be expected to obey all rules, regulations and procedures of the Facility as required of an employee of the Facility. The rules, regulations and procedures will be available to the student through the Site Coordinator of the Facility.

### IV. MISCELLANEOUS

- 4.1 The term of this Agreement is for a period of twelve (12) months from the date this Agreement becomes effective. The Agreement shall automatically renew for subsequent twelve (12) month periods, unless and until notice of termination is provided. Either party may terminate this Agreement upon sixty (60) days written notice to the other party, with or without cause. If the Agreement is terminated during a student assignment at the Facility, the student will be permitted to complete her/his assignment prior to the termination of this Agreement becoming effective.
- 4.2 This Agreement may be revised, modified or amended only in writing and with

the signatures of authorized representatives of the parties.

- 4.3 The autonomy of the College and of the Facility will be observed at all times.
- 4.4 Visits by College staff to the Facility are welcome to plan and evaluate the Community Fellow program, discuss student performance, learn new skills and arrange for additional educational experiences.
- 4.5 No monetary compensation will be exchanged between the College and the Facility, including any staff of the College and the Facility.
- 4.6 The student's physical status will be such that it will not prevent her/him from fulfilling the professional requirements set forth by the Facility, with or without reasonable accommodation.
- 4.7 Any publication of materials by students or College staff based upon research or practice experience at the Facility should mention the name of the Facility. Publications by the Facility based on student research or practice should mention the name of the College.

*On the terms and conditions above, this Educational Affiliation Agreement is hereby entered into by the parties.*

Walla Walla County

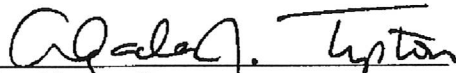
Whitman College

\_\_\_\_\_  
Title: Board Chairman

Dated: \_\_\_\_\_

\_\_\_\_\_  
Title:

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
President or Provost

Dated: 2/14/20

\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

**a) Active Agenda Items:**

1) Possible discussion/decision re: any pending claims against the County

**b)** Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

**- 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.*