

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, NOVEMBER 23, 2020

Pursuant to the Governor's proclamation dated March 23, 2020 the Commissioner Meeting will be held via phone and internet. Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

The agenda will include only necessary action items until further notice.

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 A.M. 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

f) Public Hearing:

- 1) To consider adoption of the 2021 Walla Walla County property tax levies:
 - Current Expense
 - County Road
 - Emergency Medical Services
 - Veterans assistance and mental health and developmental disabilities services

g) Action Agenda Items:

- 1) Resolution _____ - 2021 General (Current Expense) tax levy for Walla Walla County

COUNTY COMMISSIONERS (Continued)

g) Action Agenda Items (Continued):

- 2) Resolution _____ - 2021 Road
Tax levy for Walla Walla County
- 3) Resolution _____ - 2021 Emergency
Medical Services District tax levy for
Walla Walla County
- 4) Resolution _____ - 2021 General
tax levies for veterans' assistance and
mental health and developmental
disabilities services

h) Consent Agenda Items:

- 1) Resolution _____ - Minutes
of County Commissioners' proceedings
for November 16 and 17, 2020
- 2) Resolution _____ - Setting a date
of public hearing to consider declaring
certain County property as surplus
- 3) Payroll action and other forms requiring
Board approval

i) Action Agenda Items:

- 1) County vouchers/warrants/electronic
payments as follows: 4224557 through
4224774 totaling \$2,854,170.15 and
4224775 through 4224779 totaling
\$984.70 (travel) and 4224780 through
4224781 totaling \$163,993.04 (ER&R)

j) Miscellaneous business to come
before the Board

k) Review reports and correspondence;
hear committee and meeting reports

l) Review of constituent concerns/possible
updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
DATE OF PUBLIC HEARING TO
CONSIDER DECLARING CERTAIN
COUNTY PROPERTY AS SURPLUS

RESOLUTION NO. **20**

WHEREAS, the Board of County Commissioners of Walla Walla County, as the county legislative authority, has received from the County Technology Services (Central Services) Department a listing of various used technology-related equipment items, which are and have been the property of the County and which are proposed to be declared surplus, said list attached as "Attachment A" and by reference herein made a part hereof; and

WHEREAS, Chad Goodhue, Technology Services Department Director, has advised that the equipment as listed is either past end of technical life, damaged, no longer supported technically, or in a condition that would cost the county more to repair than replace, and as such, he is proposing to recycle suitable items and dispose of the other items, as none are deemed to have a resale value to the county (ref: Proposal 2020 11-16 TSD); and

WHEREAS, pursuant to RCW 36.34, the Board of County Commissioners, as the county legislative authority, is required to set a date of public hearing to consider testimony for and against disposing of any County property; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the date of Monday, December 7, 2020, at the hour of 10:00 a.m. or as close thereto as possible, be set for a public hearing to consider declaring said County property as surplus and disposing of same, said hearing to be held in the County Commissioners' meeting room, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington.

BE IT FURTHER RESOLVED that the Clerk of the Board of Walla Walla County Commissioners shall give notice of said hearing in the manner prescribed by law.

Passed this 23rd day of November, 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*

"Attachment A"

Asset_Tag	Mfr	CI Sub Type	Serial Number	Company	
69-4556			A2030600B95A		
5052	HP	Monitor		Technology Services	
5053	HP	Monitor		Technology Services	
5069	HP	DockingStn	CNF004X2RH	Health	
5073	HP	Monitor	3CQ01302NB	Health	
5075	HP	DockingStn	jp19100afc	Health	
5093	HP	Monitor		Health	
5094	HP	Monitor	3CQ03502PZ	Health	
5097	HP	Monitor	3CQ125P610	Health	
5098	HP	Monitor	3CQ145BK5D	Health	
5355	Hewlett-Packard	Monitor	3CQ125P60C	Health	
5388	HP	Monitor	CNK91300S2	Jail	
5580	HP	Monitor	3CQ2310G0Y	Prosecuting Attorney	
5622	HP	Monitor	3CQ03305NX	Technology Services	
5623	HP	Monitor	3CQ03305NL	Health	
5630	HP	Monitor	3CQ03305NZ	Health	
5669	HP	Monitor	CN43340061	Court Services	
5710	HP	Monitor	CN43460JNL	Sheriff	
5736		Monitor	CN440504B3	Prosecuting Attorney	
5741	HP	Monitor	CN43420TX8	Health	
5744		Monitor	CN44050438	Prosecuting Attorney	
5925	hpo	Monitor	3CQ03300p25	Health	
5926	HP	Monitor	3CQ03300P2J	Health	
5931	hp	Monitor	6CM33309TG	Health	
5932	hp	Monitor	6CM33309THJ	Health	
5935	HP	Monitor		Superior Court	
64-2866	Dell Inc.	Monitor		Assessor	
64-3954	HP	UPS		Technology Services	
64-4292	HP	Monitor		Health	
5068	HP	Monitor	3CQ0114FRF	Health	
64-4053		Other	JMX1226L07U	Technology Services	
64-4299	HP	Monitor		Health	
64-4513		Monitor		Health	
6368	Epson	Scanner	SQWZ012025	Health	
64-4791	AOC	Monitor		Health	
64-4797	AOC	Monitor		Prosecuting Attorney	
5562	HP	PrinterPART	CN01L1R0KB		
64-4801	AOC	Monitor	ABGA)1002461	Health	

Asset Tag	Type	Manufacturer	Serial	Company	
4051	Switch			Technology Services	
5034	Server	HP	USE015N1RS	Technology Services	
5035	Server	HP	2M225101XX	Technology Services	
5039	Server	HP	2M225101XW	Technology Services	
5043	Workstation	Hewlett-Packard	MXL2431QH2	Prosecuting Attorney	
5045	Workstation	Hewlett-Packard	MXL247288X	Health	
5050	Laptop	Hewlett-Packard	5CB24409YS	Prosecuting Attorney	
5201	Workstation	Hewlett-Packard	MXL250152F	Health	
5336	Workstation	Hewlett-Packard	MXL3341FW2	Court Services	
5341	Server	HP	2M232907Q9	Technology Services	
5342	Server	HP		Technology Services	
5349	Switch		FCW1716L00K	Technology Services	
5436	Switch	CISCO	CHK0630V0GJ	Technology Services	
5438	Switch	CISCO	FAA0606L01G	Technology Services	
5632	Printer	Brother		Clerk	
5673	Workstation	Hewlett-Packard	MXL3471XYK	Health	
5677	Workstation	Hewlett-Packard	MXL345200S	Court Services	
5698	Workstation	Hewlett-Packard	MXL3512CD6	Health	
5766	Workstation	Hewlett-Packard	MXL3512CCX	Sheriff	
5772	Workstation	Hewlett-Packard	MXL3512CD1	Sheriff	
5775	Workstation	Hewlett-Packard	MXL3512CCT	Sheriff	
5790	Workstation	Hewlett-Packard	MXL4140CFF	Prosecuting Attorney	
5795	Workstation	Hewlett-Packard	MXL4140CFL	Prosecuting Attorney	
5798	Workstation	Hewlett-Packard	MXL4140CFP	Prosecuting Attorney	
6001	Workstation	Hewlett-Packard	MXL4321781	Commissioners	
6008	Workstation	Hewlett-Packard	MXL432178L	Prosecuting Attorney	
6019	Workstation	Hewlett-Packard	MXL432178G	Treasurer	
6020	Workstation	Hewlett-Packard	MXL432178J	Treasurer	

Asset Tag	Type	Manufacturer	Serial	Company	
6026	Workstation	Hewlett-Packard	2UA44911KT	Community Development	
6031	Laptop	Hewlett-Packard	5CG4481Z3Q	Commissioners	
6049	Server	HP	MXQ43205RS	Health	
6050	Server	HP	MXQ43205RR	Health	
6313	Workstation	Hewlett-Packard	MXL5071MG6	Clerk	
6317	Workstation	Hewlett-Packard	MXL5081JYM	District Court	
6329	Laptop	HP	5CG5481L7K	Technology Services	
6341	Workstation	HP	MXL61420Z3	Community Development	
6358	Workstation	Hewlett-Packard	2UA4492J1B	Superior Court	
64-2324	Router	Cisco	JMX0811L1QL	Technology Services	
64-2343	Workstation	Hewlett-Packard	2UB541073T	Prosecuting Attorney	
64-2500	Switch	Cisco	CAT0841R0Z5	Assessor	
64-3463	Printer	DELL	933024492	Emergency Management	
64-3644	Switch	Cisco	CAT0914Z27Y	Clerk	
64-3671	Switch	Cisco	CAT0841R0YA	District Court	
64-3680	Switch		CAT0841R0ZM	Health	
64-3939	Laptop	Hewlett-Packard	CND8252D4C	Technology Services	
64-3993	Printer	okidata		Auditor	
64-4053	Other		JMX1226L07U	Technology Services	
64-4057	Server	HP	USE902N0XF	Technology Services	
64-4059	Server	HP	USE902N0X9	Technology Services	
64-4262	Workstation	Hewlett-Packard	MXL0110XF8	Treasurer	
64-4303	Printer	HP	CNF9B41N2C	Health	
64-4303	Printer	HP		Health	
64-4425	Printer	hp		Health	
64-4545	Laptop	Hewlett-Packard	CND0451LTO	Personnel	
64-4547	Server	HP	USE015N1RT	Technology Services	
64-4549	Server	HP	USE018NBMK	Health	
64-4552	Workstation			Auditor	
64-4564	Workstation	Hewlett-Packard	MXL1300FSG	Health	
64-4585	Server			Technology Services	
64-4945	Server			Technology Services	
64-4982	Workstation	Hewlett-Packard	MXL2111R4B	Treasurer	

Asset Tag	Type	Manufacturer	Serial	Company	
64-4985	Workstation	Hewlett-Packard	MXL2241HP4	Health	
64-4989	Laptop	HP	5CD2365583	Maintenance	
6551	Workstation	HP	MXL6181BHB	Prosecuting Attorney	
6553	Workstation	HP	MXL6181BH8	Prosecuting Attorney	
6555	Workstation	HP	MXL6181BH9	Prosecuting Attorney	
69-4248	Printer	Brother	B5J424970	Clerk	
69-4254	Printer	Brother		Clerk	

10:15

**COUNTY COMMISSIONERS acting as the MILL CREEK
FLOOD CONTROL ZONE DISTRICT SUPERVISORS**

a) Public Hearing:

- 1) To consider the 2021 assessment
for the Mill Creek Flood Control
Zone District

b) Action Agenda Item:

- 1) Resolution _____ - 2021
assessment for the Mill Creek
Flood Control Zone District

a) **Consent Agenda Items:**

- 1) Resolution _____ - Signing a local agency A&E Professional Services Agreement with Anderson Perry & Associates for design engineering services for Seven Mile Bridge

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL AGENCY A&E
PROFESSIONAL SERVICES
AGREEMENT WITH ANDERSON
PERRY & ASSOCIATES INC FOR
DESIGN ENGINEERING SERVICES
FOR SEVEN MILE BRIDGE



RESOLUTION NO. **20**

WHEREAS, the Public Works Department does not have the personnel available to provide design engineering for Seven Mile Bridge; and

WHEREAS, Anderson Perry & Associates Inc. was selected to provide design engineering services for said project; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby enter into said Local Agency A&E Professional Services Agreement with Anderson Perry & Associates Inc. for design engineering services and the Chair of the Board shall sign same in the name of the Board.

*Passed this 23rd day of **November, 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

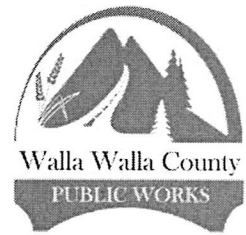
Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

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



To: Board of County Commissioners

From: Public Works Director/County Engineer – Tony Garcia Morales, P.E.

Date: 18 November 2020

Re: Director's Report for the Week of 16 November 2020

Board Action: 23 November 2020

Hearings:

In the Matter of the 2021 Assessment for the Mill Creek Flood Control Zone District

Resolutions:

In the Matter of Adopting the 2021 Assessment for the Mill Creek Flood Control Zone District

In the Matter of Signing a Local Agency A&E Professional Services Agreement for Design Engineering Services for Seven Mile Bridge

ENGINEERING:

- Peppers Bridge Road: Working on right of way plan. Environmental documentation is complete.
- Arch Bridge: Reviewing consultant proposal submittals.
- Wallula Ave./Gose Street Roundabout: Working on project design.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on right of way acquisition.

MAINTENANCE/FLEET MANAGEMENT:

- South and North Road crews working on routine maintenance.
- Garage working on routine maintenance.
- Vegetation/Signs working on routine maintenance.

ADMINISTRATION:

- Finalizing the first review of applicants for Mechanic I/II, Vegetation Traffic Control Worker and Maintenance Tech I. Plan to schedule interviews next.
- Working with Commissioner Kimball to incorporate the fleet from Fairgrounds into ER&R.
- Attended (via zoom) the Washington State Association of County Engineers (WSACE) business meetings during the County Leaders Conference.
- Finalizing our 2021 Business Plan.
- Completing Performance Evaluations department wide – Received a list of accomplishments from my staff in order to complete their Performance Evaluations.
- Attended our monthly Mill Creek Coalition meeting to go over the next steps of the GI Study process.
- Conducted our weekly Staff meeting and monthly Budget review.
- Working on our end-of-year County Road Administration Board (CRAB) reporting – Due 31 December.
- Continue to follow our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.

10:30

DEPARTMENT OF COMMUNITY HEALTH

a) **Action Agenda Items:**

- 1) Proposal 2020 11-23 DCH
Gain approval for additional
Funding allocations to Homeless
Housing Funds 160 and 161

b) COVID-19 update and miscellaneous

a) Action Agenda Item:

- 1) Resolution _____ - Approving
Interagency Agreement IAA21472
between Washington State
Administrative Office of the Courts and
Columbia/Walla Walla County Juvenile
Court for the support of the CASA/
volunteer guardian ad litem program
- 2) Resolution _____ - Approving
Walla Walla County Corrections
Department Personal Services Contract
with Blue Mountain Heart to Heart for
Health and Case Management Services
At the Walla Walla County Adult Custody
(Jail) Facility

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT WITH
THE STATE OF WASHINGTON,
ADMINISTRATIVE OFFICE OF THE
COURTS – CASA/VOLUNTEER
GUARDIAN AD LITEM PROGRAM
(IAA21472)



RESOLUTION NO. 20

WHEREAS, the State of Washington, Administrative Office of the Courts, has contracted with Walla Walla County, Washington, to provide “CASA/Volunteer Guardian Ad Litem” Programs and Services in compliance with Interagency Agreement #IAA21472; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2020, and a new Agreement has been offered to the County for the period July 1, 2020 through June 30, 2021; and

WHEREAS, the Walla Walla County Corrections Director has reviewed said Interagency Agreement and recommends approval; and

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

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

*Passed this 23rd day of **November, 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*

INTERAGENCY AGREEMENT IAA21472
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
COLUMBIA/WALLA WALLA COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Columbia/Walla Walla County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(11) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(12) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/20 - 12/31/20	01/31/21
01/01/21 - 06/30/21	07/31/21

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2020 regardless of the date of execution and it

shall end on June 30, 2021, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$59,454**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA/Volunteer GAL programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASAs /Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The **AOC** will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party

will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

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

WAIVER

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

SEVERABILITY

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

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to

reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Association Coordinator PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276	Norrie Gregoire Juvenile Court Director 455 W Rose St, PO Box 1754 Walla Walla, WA 99362-1790 ngregoire@co.walla-walla.wa.us 509-524-2810

AGREED:

Administrative Office of the Courts

**Columbia/Walla Walla County
Juvenile Court**

Signature
Date

Signature
Date

Ramsey Radwan
Name

Name _____

Director, AOC Management Services
Title

Title _____

EXHIBIT A

CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(11): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(12): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards

must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

- Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
- All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the WA State Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION
DEPENDENCY REVIEW HEARING
DEPENDENCY REVIEW HEARING ORDER
DISMISSAL HEARING
DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY
FACT FINDING HEARING
FACT-FINDING AND DISPOSITION HEARING
FIRST DEPENDENCY REVIEW HEARING
FIRST DEPENDENCY REVIEW HEARING ORDER
ORDER OF DEPENDENCY
ORDER OF DISMISSALS
ORDER OF DISPOSITION
ORDER OF DISPOSITION ON DEPENDENCY
ORDER ON REVIEW HEARING
PERMANENCY PLANNING HEARING
PERMANENCY PLANNING HEARING ORDER
PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP
REVIEW HEARING
SHELTER CARE HEARING: CONTESTED
SHELTER CARE HEARING: UNCONTESTED
SHELTER CARE ORDERS
ORDER OF CONTINUANCES
GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

**Washington State
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.

☐ Documentation is **not** in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

n:\programs & organizations\wajca\contracts\exhibit a casa cost guidelines.docx

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT

EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COURT: _____

MONTH/YEAR: _____

ADMINISTRATIVE

Computer Set-Up
CASA/WACAP Membership Dues

Total \$ _____ -

STAFF/FTE

Salaries
Benefits

Total \$ _____ -

CONTRACTS/ SERVICE DELIVERY

Advertising

Total \$ _____ -

GOODS/SERVICES

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ _____ -

TRAVEL

- Mileage
- Per Diem
- Other (Registrations fees)

Total \$ _____ -

GRAND TOTAL

\$ _____ -

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
WALLA WALLA COUNTY
CORRECTIONS DEPARTMENT
PERSONAL SERVICES CONTRACT
WITH BLUE MOUNTAIN HEART TO
HEART AND CASE MANAGEMENT
SERVICES AT THE WALLA WALLA
COUNTY ADULT CUSTODY (JAIL)
FACILITY

RESOLUTION NO. **20**

WHEREAS, the County maintains, operates, and provides services within the Walla Walla County Adult Custody Facility (hereinafter "Jail") for the purposes of detaining adult offenders; and

WHEREAS, the *City and County Jails Act* (RCW 70.48.130) provides that all jail inmates receive appropriate and cost-effective emergency and necessary medical care; and

WHEREAS, Blue Mountain Heart to Heart agrees to practice, direct and manage medical/behavioral health and case management services within the Jail facility and enter into an agreement with the County;

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve the Personal Services Contract with Blue Mountain Heart to Heart to provide Health and Case Management Services at the Walla Walla County Adult Custody (Jail) Facility.

Passed this 12th day of October, 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*

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS
Exhibit A**

THIS CONTRACT is made and entered into by and between WALLA WALLA COUNTY, a political subdivision, with its principal offices at 314 WEST MAIN STREET, 2ND FLOOR – ROOM 203, PO BOX 1506, WALLA WALLA, WA, 99362, by and for the Walla Walla County Corrections Department (hereinafter "COUNTY"), and Blue Mountain Heart to Heart, with its principal offices at 5 WEST ALDER STREET, SUITE 333, PO BOX 40, WALLA WALLA, WA, 99362, (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the terms and conditions herein (Exhibit A) and the Fee Schedule (Exhibit B):

- a. Exhibit A - Contract; and
- b. Exhibit B – Fee Schedule.

2. DURATION OF CONTRACT

The term of this Contract shall begin JANUARY 1, 2021, and shall expire on DECEMBER 31, 2023, unless terminated sooner as set forth herein. This Contract may be renewed by written agreement of the parties for up to three (3) additional two-year periods. The total contract period cannot extend beyond DECEMBER 31, 2029. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, within a reasonable time no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A – Contract and Exhibit B – Fee Schedule, which are inclusive and attached hereto and incorporated herein by reference. The CONTRACTOR shall provide the following services:

(1) All the services set forth herein in accordance with a schedule agreed upon by the COUNTY and CONTRACTOR.

(2) Designate in advance and make available twenty-four (24) hours per day licensed registered nurse(s) and/or licensed

physician(s) or physician's assistant(s) for consult with WWCCD personnel for inmate behavioral health and medical issues, emergency or non-emergency, which may require CONTRACTOR or an appropriate authorized representative or employee of CONTRACTOR to physically respond to the WWCCD facility.

(3) Be solely responsible for the practice, direction, and management of medical and behavioral health services by CONTRACTOR, CONTRACTOR'S employees or authorized representatives within WWCCD.

(4) Provide Medication Assisted Treatment screening, assessment and induction to eligible clients; monitor and provision Medication Assisted Treatment in accordance with State and federal laws and guidelines.

(5) Provide client case management and care navigation services for individuals requiring supportive services, including release planning, relapse prevention plans and connections to outside agency services.

(6) Provide inmates with mental health issues, but without a co-occurring substance use disorder, referrals to area mental health treatment and support agencies.

(7) Coordinate and provision medical and behavioral tele-health services as needed.

(8) Provide evidence-based behavioral interventions in alignment with vulnerable and traumatized populations.

(9) Make recommendations to the WWCCD Commander or County Director of Corrections regarding the provision of medical and behavioral health services in WWCCD and issues related thereto.

(10) All services provided shall be performed under current licensure with the State of Washington, including written documentation of affiliation with a licensed State of Washington medical physician.

(11) Compensate all personnel performing services under this Contract and pay any and all taxes, fees, or costs related thereto.

(12) Procure all permits and licenses necessary to perform the services herein prior to commencement of this Contract and thereafter maintain such continuously throughout the term of this

Contract.

(13) Provide training to jail staff as needed, particularly within the first month of starting contracted services.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be reasonably requested by the COUNTY.
- f. CONTRACTOR shall not drive or use vehicles as part of its delivery of services under this Contract. CONTRACTOR'S travel to and from the WWCCD facility shall not be compensated or be part of the services delivered under this contract.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:
Everett Maroon, Executive Director.
Blue Mountain Heart to Heart
5 W. Alder, Suite 333, Walla Walla, WA 99362
- b. For COUNTY:
Norris Gregoire, Director of Corrections.
300 W. Alder, Walla Walla, WA 99362

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

Walla Walla County Corrections Center Personal Services Contract for Jail Medical Services

Page 3 of 15

Revised November 3, 2020

- a. The COUNTY shall compensate the CONTRACTOR in the amount for services rendered pursuant to Exhibit B Fee Schedule (attached).
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR shall submit invoices to the COUNTY not more than once per month for work performed during the previous calendar month no later than the first business day of the following month. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized

representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, to the extent caused by the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.
- d. CONTRACTOR agrees to provide immediate notice to County of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. COUNTY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, the CONTRACTOR shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than ONE million dollars (\$1,000,000) per occurrence, loss or person with a general aggregate or policy limit of THREE million dollars (\$3,000,000) covering the provider and all medical staff assigned or authorized by the provider under this Contract.

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance. If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted

from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or CG0002 or equivalent) for wrongful death, products, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence for Commercial General Liability, two million dollars (\$2,000,000) per Occurrence for Personal Injury and Advertising Injury and two million Commercial General Liability aggregate (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY, its officials, officers, employees and agents as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage. CONTRACTOR is also required to buy commercial general liability and employers liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary and non-contributory with respect to any insurance or selfinsurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (3) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (5) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- (6) The Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto.

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

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. If any of the required insurance is cancelled or non-renewed, notice shall be delivered in accordance with policy provisions, and CONTRACTOR shall promptly deliver such notice

to the COUNTY.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY, its officials, officers, employees, or agents as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Walla Walla County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Walla Walla County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Walla Walla County
Attn: Human Resources/Risk Manager
314 W. Main Street, Second Floor, Rm. 216
PO Box 1506
Walla Walla, WA 99362
- (6) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY, by giving sixty (60) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR materially breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.
- d. The COUNTY and CONTRACTOR agree that the term of this contract expires on December 31, 2023. Should the CONTRACTOR wish to terminate the relationship or negotiate a longer term, CONTRACTOR will provide the COUNTY with ninety (90) days written notice of its intent prior to the expiration date of December 31, 2023.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY's authorized representatives.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract

Walla Walla County Corrections Center Personal Services Contract for Jail Medical Services

shall be in writing and signed by the waiving party's authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a reasonable written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR and County shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract. This compliance shall include zero tolerance for sexual harassment, and sexual abuse. All Staff shall have training in the Prison Rape Elimination Act (PREA).

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. Where applicable, all reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be immediately submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

Where applicable, the CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officials, officers, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, its officials, officers, employees and agents where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY's authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Walla Walla County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17] and [28]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely

fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. MEDICAL RECORDS

Medical records prepared and maintained in the course of providing the medical services described here shall be the sole and separate property of the COUNTY. The Walla Walla County Corrections Department shall act as custodian of those records and provide facilities necessary for storage of such in the WWCCD facility. The CONTRACTOR shall at all times during the term of this Contract, and after the term of this contract as necessary for regulatory compliance or litigation purposes, have access to such medical records. In the event this Contract is terminated for any reason or otherwise completed, all such medical records shall be available to the COUNTY, or other entity, organization, or persons providing medical services at WWCCD. COUNTY and CONTRACTOR agree to comply with all State and Federal laws and regulations regarding custody and use of all medical records. County will indemnify CONTRACTOR for damages, including attorney fees and costs, arising from any such failure by COUNTY to comply with such laws or regulations.

CONTRACTOR will indemnify County for damages, including attorney fees and costs, arising from any such failure by CONTRACTOR to comply with such laws or regulations.

29. ACKNOWLEDGMENT

CONTRACTOR acknowledges that the Walla Walla County Courthouse, County Corrections Center, and COUNTY facilities, and its offices and departments therein, contain records and information that are confidential or privileged by operation of law. As a result the CONTRACTOR acknowledges and agrees that in the course of performing this Contract its employees or agents shall at all times refrain from engaging in any activities that would expose them to, or others to, such confidential or privileged information.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: _____

Chairman

**WALLA WALLA COUNTY BOARD OF
COMMISSIONERS**

Chair Pro-Tem

Member

DATED: _____

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

CONTRACTOR
Blue Mountain Heart to Heart

Attest: _____
Clerk of the Board

Everett Maroon, Executive Director
[Print Name]

Approved as to Form:

Its  11/10/2020

Deputy Prosecuting Attorney, Walla
Walla County

**PERSONAL SERVICE CONTRACT
FEE SCHEDULE
Exhibit B**

<u>On-Site Registered Nurse Services:</u>	\$46.15/hour
<u>Case Manager Services:</u>	\$33.85/hour
<u>Physician Assistant Services (Prescriber):</u>	\$51.69/hour
<u>Supervising Physician:</u>	\$102.15/hour
<u>Executive Director:</u>	\$44.22/hour

On-Call Phone Services: BMH2H provides on-call phone service free-of-charge, Monday – Friday, 1700 – 0600 and from 1700 Friday – 0600 Monday. If provider determines that On-Site Medical Services are necessary Monday – Friday, between the hours of 1700 – 0600, or from 1700 Friday – 0600 Monday, a PA rate of \$150 per hour is agreed upon.

It is estimated and agreed upon that the following hours per week are required to adequately provide Health Services at the Walla Walla County Jail/Corrections Department. The hours listed below provide an estimated framework and are subject to change based on Average Daily Population at the jail and are subject to revision as mutually agreed upon by the County and BMH2H:

On-Site Registered Nurse	40 hours per week	\$96,000 annually
Case Manager	40 hours per week	\$70,400 annually
Physician Assistant (Prescriber)	16 hours per week	\$43,008 annually
Supervising Physician	2 hours per week	\$10,624 annually
Executive Director	3.5 hours per week	\$ 8,048 annually

The County and BMH2H agree that a 10% Indirect Rate will be assessed to the total hourly rates for each monthly invoice. The Indirect Rate will not be applied to any supply or equipment costs invoiced by BMH2H.

11:00

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) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) New job description approval form – Adult Services Officer for Court Services, JJC
 - 2) Revised job description approval form – Public Health Officer
- d) 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))

11:30

COUNTY COMMISSIONERS

- a) Miscellaneous business to come
before the Board

12:00

RECESS

1:00

COUNTY COMMISSIONERS

- a)** Interview applicants for previously publicized opening on the Walla Walla Fair and Frontier Days Board of Directors
- b)** Possible discussion/decision re appointments to the Walla Walla Fair and Frontier Days Board of Directors

2:00

TECHNOLOGY SERVICES DEPARTMENT

Chad Goodhue

- a) Workshop re District Court Records Management Software

- 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.