

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, SEPTEMBER 14, 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](mailto: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**

**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) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for September 8 and 9, 2020
  - 2) Approve Antenna Co-Location Agreement Re: Wallula Site (City of Richland)
  - 3) Payroll action and other forms requiring Board approval

## **ANTENNA CO-LOCATION AGREEMENT**

*Re: Wallula Site*

**THIS ANTENNA CO-LOCATION LEASE AGREEMENT** (the "Agreement") is effective May 1, 2020 (the "Effective Date") and entered into by and between the **City of Richland**, a Washington municipal corporation ("Lessee"), and the County of Walla Walla, a political subdivision of the State of Washington ("Lessor"). References in this Agreement to Walla Walla County include the Walla Walla County Board of Commissioners and Walla Walla County's designated public safety communications management entity, WESCOM, managed by the City of Walla Walla. Lessee and Lessor are referred to individually herein as a "Party" and collectively as the "Parties."

### **I. RECITALS**

**Whereas**, Lessor leases the real property located in Walla Walla County, State of Washington, as described and depicted in **Exhibit A** to this Agreement (the "Property"); and

**Whereas**, Lessor has the right to sublease the Property to Lessee with consent of the Landlord, the Whitman College Board of Trustees; and

**Whereas**, Lessee operates a Transmitter system that serves the area in which the Property is located, and desires to construct upon a portion of the Property a radio communication antenna facility, including but not limited to a base station, antennas, transmitters, associated communication equipment and utilities as described in **Exhibits B** in this Agreement (the "Facility"); and

**Whereas**, Lessor and Lessee desire to enter this Agreement for the purpose of permitting Lessee to construct, operate, and maintain the Facility, and for conducting any other lawful activities on that portion of the Property which is subject to this Agreement; and

**Whereas**, the Parties may review additional opportunities to co-locate radio facilities in the future, with additional agreements being executed on a case-by-case basis.

**Now, therefore**, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

### **II. AGREEMENT**

#### **1. LEASE ACCESS.**

**1.1** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and conditions of this Agreement that portion of the Property which is occupied by Lessee to include a location on the Property to install, maintain and replace the Facilities.

**1.2** Lessor hereby grants to Lessee during the term of this Agreement, including any

renewals of this Agreement, an access license over the Property for use by Lessee for motor vehicle access to the Property for the purposes of installing, operating, maintaining and repairing the Facilities.

**1.3** Lessee shall have, as appurtenant to the Premises, right to use the common areas relating to the Premises ("Common Areas") throughout the Initial Term or any Extended Term. The uses to be made of the Common Areas shall, unless otherwise agreed by the Parties, conform to the uses made of such Common Areas prior to the commencement of the Agreement Term. Lessee agrees not to utilize Common Areas as storage facilities or an overnight parking area.

## **2. TERM, COMMENCEMENT AND EXPIRATION.**

This Agreement shall commence on the Effective Date first identified above, and the term of this Agreement shall be governed by the underlying lease between Walla Walla County and Whitman College Board of Trustees which expires October 31, 2023 (the "Lease Term"). So long as authorized by the underlying lease, this Agreement may be renewed in writing with similar terms and a rental fee adjustment. Any extension or modifications to the underlying lease may be executed at the sole option of the County. This Agreement may be terminated by either Party with upon twelve (12) months' written notice.

## **3. RENT.**

**3.1** In consideration of Lessee's rent, Lessee shall be entitled to the use of the Property at the Wallula Tower Site. Lessee's rent shall be \$2,250 per year for the Agreement term. Rent for the upcoming year shall be paid on or before October 1 for the Term of the Agreement. Rent for the months of June, July, August and September 2020 shall be prorated at \$187.50 per month, and due on October 1, 2020 in addition to the one-year payment.

**3.2** In the event that a substantial change in either Party's antennae design, operating frequencies or power output occurs, a computer analysis by an engineering consultant may be necessary. The Party proposing the antennae design change is solely responsible for commissioning the analysis and paying all related expenses.

**3.3** Lessor will provide Lessee with sufficient space on the Tower and on the Transmitter Site to install necessary base station radio cabinet(s) and to accommodate microwave equipment used by Lessee in the operation of its radio equipment.

## **4. POSSESSION.**

If Lessor is unable to deliver possession of the Property at the commencement of this Agreement, Lessee shall not be liable for any rent until possession is delivered. Lessee may immediately terminate this Agreement if possession is not delivered within ninety (90) days of the Effective Date hereof.

## **5. CLEAN-UP.**

Lessee shall maintain the Property it occupies in a clean and neat condition.

## **6. LESSOR'S RIGHT OF ENTRY.**

Lessor agrees to permit Lessee and Lessee's agents and representatives to enter upon the Property at reasonable times for the purpose of inspecting the same.

## **7. USES.**

**7.1** The Property is to be used only in connection with operation of Lessee's communications equipment and for no other business or purpose without the prior written consent of Lessor. Lessee agrees not to occupy or use, or permit any portion of the Property to be used, for any purpose which is unlawful or deemed to be hazardous.

**7.2** Lessee shall install and operate transmission equipment (the "Transmission Equipment") as described in **Exhibit B**. Lessee shall update **Exhibit B** as and when there are changes in transmission equipment installation configuration. Updated **Exhibit B** lists shall be mailed to Lessor.

**7.3** The Parties mutually agree to comply with all laws, ordinances, orders, rules and regulations (municipal, county, state, and federal) relating to the use, condition or occupancy of the Property.

## **8. ENVIRONMENTAL MATTERS.**

**8.1** Lessor represents that it is not aware of any release of Hazardous Substances (as defined below) on the Property. Lessor will indemnify, protect, defend and hold harmless Lessee from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, including clean-up costs, damages and expenses, including, without limitation, reasonable attorney's fees, sustained or incurred by Lessee pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, relating to the release by Lessor or its agents, employees or contractors of any hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, Hazardous Substances) in, upon or beneath the Property.

**8.2** With the exception of Hazardous Substances that are legally used in the normal course of its business, neither Lessor nor Lessee will bring to, transport across or dispose of any Hazardous Substances on the Property without the other's prior written approval, which approval will not be unreasonably withheld, except Lessee may keep on the Property substances used in back-up power units (such as batteries and diesel generators) commonly used in the wireless communications industry. Lessees' use of any approved substances constituting Hazardous Substances must comply with all applicable laws, ordinances and regulations governing such use.



## **9. INSURANCE; INDEMNIFICATION.**

Lessee agrees to provide and maintain general liability and property damage coverage, which shall include motor vehicle liability and property damage coverage, with limits of not less than \$2,000,000 per occurrence. Lessee shall provide a letter from its insurer documenting the particulars of this process. Said coverage shall not be discontinued or reduced without thirty (30) days prior written notice to Lessor. Lessee is obligated to defend, indemnify and hold Lessor harmless from all liabilities resulting from its use of the Property and work performed by Lessee or persons performing under Lessee's direction and authority at this Property.

## **10. ASSIGNMENT AND SUBLETTING.**

Lessee may not assign this Agreement without prior written consent of Lessor. Lessee will not sublease any portion of the Property.

## **11. SURRENDER OF PREMISES.**

Within thirty (30) days of expiration or termination of this Agreement, Lessee shall, at its expense: (i) remove its Facilities located at the Property; and (ii) quit and deliver up the Property to Lessor peaceably and quietly in as good order and condition as the same was on the date hereof, ordinary wear and tear excepted. Lessee shall repair any damage to the Site resulting from the removal of Lessee's property.

## **12. QUIET ENJOYMENT.**

Lessor covenants that Lessee shall, and may peacefully have, hold and enjoy the Property, subject to the provisions of this Agreement, provided Lessee pays the Rent herein recited and performs all of Lessee's covenants and agreements herein contained.

## **13. COSTS AND ATTORNEYS FEES.**

If by reason of any default on the part of Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any Rent due hereunder, or for breach of any provision of this Agreement or to recover possession of the Property, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Agreement, then the non-prevailing Party in such action shall pay the other Party's reasonable attorney's fees and all reasonable costs incurred by it in connection with such default or action.

## **14. DEFAULT.**

If Lessee defaults in the payment of Rent, or defaults in the performance of any other covenants or conditions hereof, Lessor may give Lessee written notice of such default and if Lessee does not cure any such default within thirty (30) days (or commence reasonable efforts to cure), then Lessor may treat such occurrence as a breach of this Agreement.

## 15. INTERFERENCE.

**15.1** Lessee shall not cause, by its transmission or activities at the Property, interference of any kind whatsoever to the activities or facilities of Lessor or others who have entered into an Agreement with Lessor prior to the execution of this Agreement (unless the other party has modified its transmission or activities after Lessee has executed the Agreement). If such interference occurs and cannot be reduced to levels reasonably acceptable to Lessor, Lessee must immediately cease such transmissions from the Property upon notice from Lessor until such interference is eliminated. If such interference cannot be eliminated within a reasonable time as shall be reasonably established by Lessor's consulting engineer, which shall not be less than ten (10) business days, then Lessor may elect to terminate this Agreement by giving ten (10) days prior written notice to Lessee. As used in this Agreement, "interference" means a condition existing which causes degradation of a transmission signal or otherwise constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.

**15.2** Lessee shall be afforded, and Lessor shall provide, the same interference protection described in 15.1 from any party that becomes a Lessee after execution of this Lease.

## 16. NOTICES.

Except as otherwise specifically set forth herein, any demand, request or notice which either Party hereto desires, or may be required to make or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the next business day and issues receipts (such as Federal Express), or three (3) days after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

To Lessor:

Walla Walla County  
Clerk of the Board  
314 West Main Street  
Room 203  
Walla Walla, WA 99362

To Lessee:

City Manager  
City of Richland  
625 Swift Boulevard, MS-04  
Richland, WA 99352

And to:

City Manager  
City of Walla Walla  
15 N. Third Avenue  
Walla Walla, WA 99362

or to such other address, and/or person as either Party may communicate to the other by like written notice.

## 17. MISCELLANEOUS.

**17.1 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and shall be binding upon and inure to the benefit of Lessee, its successors and assigns.

**17.2 Severability.** Lessor and Lessee intend for this Agreement to comply with FCC rules, regulations and policies, the applicable state and local laws and regulations, and any covenants or restrictions of record. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties agree that if any provisions are deemed unenforceable, they shall be deemed modified to the extent necessary to make them enforceable.

**17.3 Authorized Signatories.** The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

**17.4 Law and Venue.** The terms hereof shall be construed according to the laws of Washington State. Venue shall be Walla Walla County.

**17.5 Captions.** The captions in the Agreement are for convenience only and are not part of this Agreement.

**17.6 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**17.8 Authority.** Lessor covenants that it has the authority to enter into this Agreement, and agrees to pay rents due to Lessor hereunder.

**17.9 Electronic Signatures.** Consistent with Chapter 19.360 RCW as amended or recodified, execution of this Agreement may be by electronic signature, and the fact of such execution shall in no way negate or otherwise affect the Agreement's enforceability.

## 18. COMPLETE AGREEMENT.

This Agreement represents the entire agreement between Lessor and Lessee with respect to the subject matter addressed herein. No representations have been made by either Party that are not fully contained herein.

*[Signature pages to follow]*

LESSEE: City of Richland, WA *hok*  
By: *C Reents*  
Cindy Reents, Richland City Manager

**Landlord Consent:**

Peter Harvey, Chief Financial Officer  
Whitman College Board of Trustees

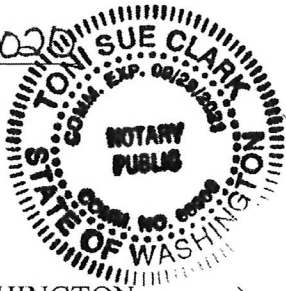
**LESSOR: County of Walla Walla, WA**

By: \_\_\_\_\_  
Todd L. Kimball, Chair  
Walla Walla Board of County Commissioners

ACKNOWLEDGEMENTS

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that **Cynthia D. Reents, Richland City Manager**, personally appeared before me and acknowledged that she signed this instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/30/2020   
\_\_\_\_\_  
Printed Name: Toni Sue Clark  
NOTARY PUBLIC in and for the State of  
Washington, residing in Richland, WA

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WALLA WALLA )

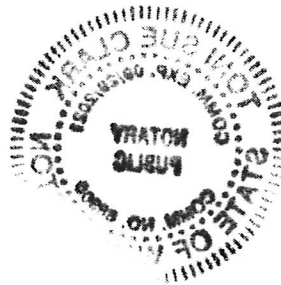
I certify that I know or have satisfactory evidence that **Todd L. Kimball, Chair of the Walla Walla County Commission**, personally appeared before me and acknowledged that he signed this instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing in Walla Walla, WA

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

The premises referenced in the November 5, 1998 lease between the City of Walla Walla and the Whitman College Board of Trustees, which was assigned to Walla Walla County on May 24, 2011. The Premises is described as: A 50' by 50' piece of property in the Northwest Quarter of Section 6, Township 6 North, Range 32 E W.M., in Walla Walla County, State of Washington.



---

**EXHIBIT B**  
**WALLULA SITE EQUIPMENT**

- 1 ea     19" Equipment rack with cable management.
- 2ea     Harris Mastr III Receiver chassis.
- 1ea     Daniels rack mount chassis with 2 receivers. (initially, may expand to two chassis.)
- 1ea     Astron rack mount 12VDC power supply and fuse distribution rack.
- 1ea     Seismic support for rack.

All radio cabinet equipment will be installed in the 19" rack.

**Tower Equipment:**

- 1ea     Multi-antenna mount. Currently holds 1ea VHF antenna and 2ea 900 MHz Enclosed Radome antennas. Will eventually have 3ea 900MHz antennas
- 4ea     Antenna coax feed lines to antennas. (Initial coax count)



## COUNTY COMMISSIONERS (continued)

### g) Action Agenda Items:

- 1) Approve Walla Walla County not developing procedures to defer employee social security taxes
- 2) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ and \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (draw taxes)

### h) Miscellaneous business to come before the Board

- 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) Department update and miscellaneous
-

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

---



To: Board of County Commissioners

From: Tony Garcia, P.E. Public Works Director

Date: 9 September 2020

Re: Director's Report for the Week of 7 September 2020

**Board Action: 14 September 2020**

**Update Only**

**ENGINEERING:**

- Seven Mile Bridge: Contractor is working on bridge demo of damaged bridge. Temporary bridge construction will begin next month.
- Drumheller Bridge: Consultant is working on bridge design.
- Wallula Ave./Gose Street: Finalizing survey work to begin design.
- Blue Creek Bridge/Mill Creek FH: Contractor will begin work on final items.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Miscellaneous: Performing bridge inspections County-wide.

**MAINTENANCE/FLEET MANAGEMENT:**

- 2020 striping is complete.
- Completed Port of Walla Walla's reimbursable work.
- Garage is working on routine maintenance. First outsourced Sheriff upfit is complete.
- Prep work continues for 2021 maintenance activities.
- North crews working on the Mud Creek culvert replacement.

**ADMINISTRATION:**

- Continue to work with the Federal Emergency Management Agency (FEMA) and the Federal Highway Administration (FHWA) to continue to receive reimbursement from our flood recovery costs.
- Road Operations and Maintenance Crews did an outstanding job responding to multiple emergency callouts during last Monday's windstorm.
- Continue to work with the Corps of Engineers through their Public Law (PL) 84-99 program to repair the Mill Creek concrete channel and levees to pre-flood conditions.
- 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**

**Meghan DeBolt**

**a) COVID-19 update and miscellaneous**



WALLA WALLA COUNTY  
DEPARTMENT OF  
COMMUNITY HEALTH

Walla Walla County Community Health  
Department Report  
September 14, 2020

Director Report:

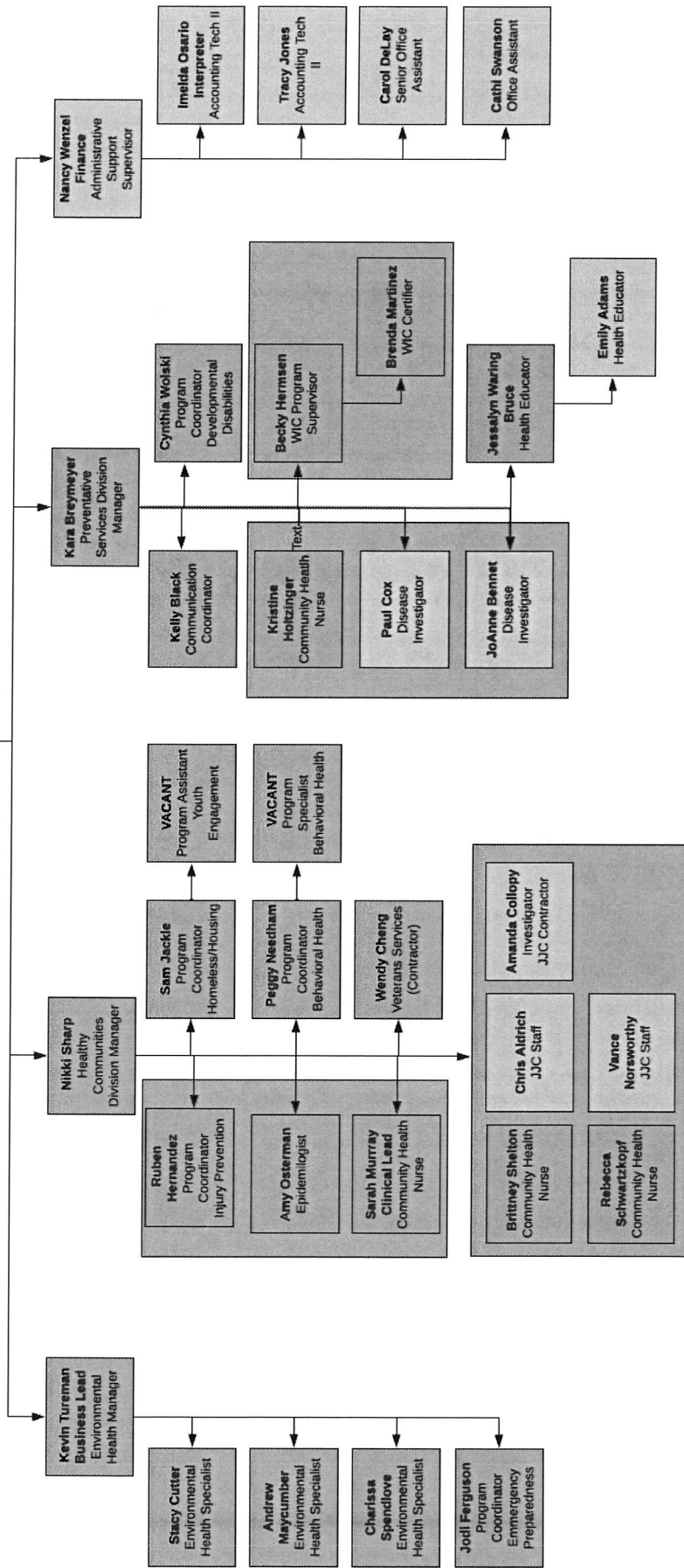
Walla Walla County  
Department of Community Health  
2020 Org Chart

Walla Walla County  
Board of Health

Meghan DeBoit  
Director

Larry Jecha  
SME  
Health Officer

Full Time  
Part Time  
Update 8/11/2020  
COVID-19 Case  
Investigation Team





---

• **Conferences and State Meetings:**

- Walkability Institute – started on 9/9; Virtual sessions will be held monthly.
  - Walla Walla Team 6 Word Phrase: Get Moving, Be Healthy, Live Well
- WA Low Income Housing Alliance Fall Conference – October 2020
- Intern Program – We have had one intern from Whitman over the summer, she conducted a face covering observational study and found good compliance at several places back in July.
- Community Health Advisory Board (CHAB) – We have moved our monthly meetings from the 2<sup>nd</sup> Thursday at 3:30pm to the 2<sup>nd</sup> Tuesday at 4:30pm, this will be directly before the Community Health Partnership meeting at 3:15pm.
- Community Health Partnership (CHP) – Funded by Greater Columbia Accountable Community of Health, the CHP will be the platform for community learning, information sharing, and needs identification and strategizing. This meeting will be before the CHAB meetings. Topics/themes for presentations include system alignment, early learning, housing, behavioral health, funding, emergency services, etc. Amy Osterman, our Epidemiologist, leads this work.

**Administrative Services:**

- Staffing: Carol Delay will be retiring after 30 years in December 2021. Thus, we are looking to hire in October for time to train and onboard. Our team has identified the need to hire another Accounting Technician 2.
- Vital Records: Remote services continue. 2021 will pose an opportunity to being on a new system – Vital Stats – which will allow for all online ordering and payment. A 3% fee will be charged from the vendor as a convenience fee, however the system will connect with our State system and automatically send our team the information needed to make the certificates and have them ready for customers.
- Finance:
  - MIP: We are in the final phase of onboarding the new requisition module for our finance system.
  - eCivics: We are also looking at a Grant Management software to replace AmpliFund. We will be getting a new quite from eCivics, which is on the state contract and responded to our original RFP.
- Budget – We will be requesting a budget amendment for our 2020 budgets to update all Beginning Fund balances with actual 2019 Ending Fund Balance numbers. This will help with our biennial budget process.

**Core Capabilities:**

- **Communication:**

Always working towards a safer, healthier, and thriving Walla Walla County. Page 2





- **Epidemiology:**
- **Preparedness:** COVID-19 response and air quality monitoring and response.

#### Environmental Health:

- The team is updating their office space to allow for proper distancing at the Poplar Building.
- Inspections have been ongoing.
- **Septic:** We are now part of the Regional Loan Program for low interest on-site septic upgrades/repairs/replacements through the Department of Ecology. The local lender is Craft 3 and there will be a meeting with all partners, including local septic installers, in the coming months – COVID interrupted the launch of this program.

#### Healthy Communities:

- **Behavioral Health-**
  - September is Suicide Prevention Month:
    - Banners on Main Street and the big banner on 2nd Street.
    - Courthouse display that will be set up Thursday and taken down on Saturday
    - College Place and Walla Walla Farmers Market's this week and next.
    - Two presentations in October, one at the VA Regional Conference and the second at the WA State Public Health Conference.
  - 0.1th% Funding for 2021 will be focused on COVID-19 recovery
- **Developmental Disabilities-**
  - All 2021 contracts are signed
  - Working on 2021 Ad Valorem funding allocations and need
- **Homeless Housing-** Several new grants and contracts
  - CHG – Rental Assistance: We are working with the Walla Walla Immigration Rights Coalition (WWIRC) as the by/for organization. BMAC will be administering the bulk of the rental assistance program and have been preparing for a while now. The ERAP funds are available to individuals that are undocumented, and these funds do not count as public assistance, so will not count as a public charge. We also plan to ensure that we are looking at social determinants of health via COVID case investigations through the DCH clinical team and the Providence Population Health team.
  - COVID-19 Outbreak Emergency Housing Grant from Commerce: The scope of work for the grant is to support the public health needs of individuals experiencing homelessness or in homeless housing. Folks that are unsheltered are considered



an incredibly vulnerable population since they generally lack access to food, healthcare, and other basic needs and also generally have comorbidity (the presence of two or more chronic health conditions).

- Walla Walla Shelter Grant Application: Amount - \$329,694; Duration - August 2020 - June 2023
  - Plan - Increase shelter beds by 6, purchase an RV to renovate as 2 mobile offices
  - The funds go towards bed creation and creation of the RV/mobile outreach offices. The RV will be at the Sleep Center 2-3 days per week and will travel to other shelters, as well as to known locations where folks congregate. The offices will be used by community partners, including; Population Health, Comprehensive, the DCH, BMAC, etc. The idea here is to bring mainstream services to an at-risk population that is traditionally underserved.
  - The funding is reimbursable by bed (for operations, which is separate from the funds used for the creation of the beds and the RV). These funds will support a case management/social worker that will be responsible for the scheduling of the RV/mobile outreach office and help to get folks at the Sleep Center housed. It will also increase capacity for better HMIS data and collaboration with BMAC and other community partners.
  - The funding is timely given that outreach is even more critical during COVID times, especially with in-person services being reduced. With other relief dollars, we are funding a position for a mobile coordinated entry staff at BMAC.
  - Increasing shelter beds during a time when distancing has resulted in a loss of capacity is also timely.
  - By improving our data capacity and quality, we can hopefully track the effectiveness of getting mainstream services to folks in shelters and how doing so may increase success in getting and keeping people housed.
- **Traffic Safety-** Ruben Hernandez
  - Superhero Run will be virtual - starting 9/11
  - Victim Impact Panels - working to decide how to continue these, and meet RCW requirements.
  - Bike Rodeo at Valle Lindo - gave away helmets, safety tips and COVID-19 resources.
- **Veterans-**
  - Veteran Services Officer - the VRAB has recommended the County pursue creating a full time VSO position housed at the County, funded by the VRF (121). This will need a workshop in the near future to discuss options and how to raise the levy.
  - Veterans Stand Down - 9/26 at the VA, will be a drive through.

Preventative Services:

- **Communicable Disease**
  - COVID-19: (will provide full report on Monday morning once data comes in from Unified Command)



WALLA WALLA COUNTY  
DEPARTMENT OF  
COMMUNITY HEALTH

Walla Walla County Community Health  
Department Report  
September 14, 2020

- Total Cases –
  - Active:
    - Home Isolation:
    - Hospitalized:
  - Recovered –
  - Deaths –
  - Walla Walla Co. DOH Negatives: 13,283
  - WSP Cases:
  - Wa National Guard providing mass testing (for staff) Monday, Sept 14<sup>th</sup>
  - Positivity Rate \_\_\_\_% Walla Walla Co.
- **Maternal Child and Family Health**
  - Women, Infant, Children (WIC)
    - Continues to work remotely and in the office. Serving clients in both traditional WIC and Peer Breast Feeding program
  - Oral Health: working to merge this program with a broader Health Equity and Promotion program
  - Immunizations: Prepping for back to school, flu season and COVID-19 vaccine.
  - **Healthy Eating Active Living (HEAL) –**
    - SNAP-Ed
      - Submitted SNAP Quarter 1 Report to DOH, 7 outreach events
    - Nutrition/ food safety activities for Sager Middle School science class
    - Blue Zones – We have been working with Adventist Health and WWU on bringing in Blue Zones Project here to Walla Walla in the Fall of 2020. More to come as we learn about the project launch.

11:00

COUNTY CORRECTIONS

Norrie Gregoire

a) **Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Approving  
Client Services Contract CJTA Funded  
Treatment and Recovery Support  
Services Amendment No. 1 (K3973)

b) Department update and miscellaneous

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

IN THE MATTER OF APPROVING  
WASHINGTON STATE HEALTH  
CARE AUTHORITY CLIENT  
SERVICES CONTRACT CJTA  
FUNDED TREATMENT AND  
RECOVERY SUPPORT SERVICES  
AMENDMENT NO. 1 (K3973)

RESOLUTION NO. **20**

**WHEREAS**, Walla Walla County Corrections, has been offered Amendment No. 1 to Washington State Health Care Authority Client Services Contract CJTA Funded Treatment and Recovery Support Services; and

**WHEREAS**, the amended agreement benefits the citizens of Walla Walla County; and

**WHEREAS**, the Walla Walla County Director of Corrections has reviewed said Amendment and recommends approval; and

**WHEREAS**, said Amendment was submitted to the County Prosecuting Attorney's office for review; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and Chairman shall sign said Washington State Health Care Authority Client Services Contract CJTA Funded Treatment and Recovery Support Services.

Passed this 14<sup>th</sup> day of September, 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>CLIENT SERVICES CONTRACT</b> <b>CJTA Funded Treatment and Recovery</b> <b>Support Services</b> <b>AMENDMENT</b>	HCA Contract No.: K3973 Amendment No.: 1
<b>THIS AMENDMENT TO THE CONTRACT</b> is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
<b>CONTRACTOR NAME</b> Walla Walla County	<b>CONTRACTOR doing business as (DBA)</b>	
<b>CONTRACTOR CONTACT</b> Norrie Gregoire Phone: (509) 524-2822 Email: <a href="mailto:ngregoire@co.walla-walla.wa.us">ngregoire@co.walla-walla.wa.us</a>		

WHEREAS, HCA and Contractor previously entered into a Contract for CJTA Funded Treatment and Recovery Support Services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to: 1) extend the term; 2) update the total maximum compensation; 3) align contract and statement of work language;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Contract is extended for the term of July 1, 2020 to June 30, 2021.
2. The Total Maximum Contract Amount for July 1, 2020 to June 30, 2021 is \$95,772.00.
3. Section 3, Special Terms and Conditions, 3.2 Term, 3.2.3 is amended to read as follows:
  - 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before the effective date of a fully executed contract or any subsequent amendment(s).
4. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.1 is amended to read as follows:
  - 3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in:
    - 3.3.1.1. Schedule A: *Statement of Work (2019-2020)* is \$51,222, and includes any allowable expenses. The Maximum Compensation includes \$51,222 CJTA funding, \$0 State Drug Court funding; and
    - 3.3.1.2 Schedule A-1, *Statement of Work (2020-2021)* is \$95,772, and includes any allowable expenses. The Maximum Compensation includes \$51,222 CJTA funding, \$0 State Drug Court funding, and \$44,550 Supplemental CJTA per ESSB 6168.



5. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.2 is amended to read as follows:

3.3.2 Contractor's compensation for services rendered will be paid monthly in amounts of 1/12th of the State Fiscal Year Total Maximum Compensation, in consideration of the deliverables table(s) below. Payment will be contingent upon HCA Contract Manager acceptance of the deliverables, and approval of a correct and complete Revenue and Expenditure Report from Contractor.

6. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.2, Deliverables Table July 1, 2020 through June 30, 2021, is added as follows:

<b>Deliverables Table July 1, 2020 through June 30, 2021</b>			
<b>#</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>(Quarterly) Annual Maximum Amount</b>
1	Submit an updated county Criminal Justice Treatment Account (CJTA) Plan that was approved by the local CJTA panel and signed by County Legislative Authority that indicates how the CJTA Supplemental will be utilized.	October 1, 2020	\$23,940
2	Submit quarterly progress reports	45 calendar days of end of State Fiscal Quarter	(\$5,986) \$23,944
3	Submit quarterly CJTA Revenue and Expenditure Reports	45 calendar days of end of State Fiscal Quarter	(\$5,986) \$23,944
4	Submit monthly and/or quarterly Programmatic Treatment Reports through Secure File Transfer (SFT) process	45 calendar days of end of State Fiscal Quarter	(\$5,986) \$23,944
<b>State Fiscal Year 2021 Total Maximum Compensation</b>			<b>\$95,772</b>

7. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.3-6 are amended to read as follows:

3.3.3 The Contractor is required to limit Administration costs to no more than ten percent (10%) of the Contract Maximum Compensation. Administration costs will be measured on a fiscal year basis and based on the information reporting in the Revenue and Expenditure reports and reviewed by the HCA Behavioral Health Administration.

3.3.4 Payment may be withheld if the deliverables are not met by the date indicated in the table above.

3.3.5 Day-to-day expenses related to performance under the Contract, including but not limited to travel, lodging, meals, and incidentals, will not be reimbursed to Contractor.

3.3.6 Source of Funds. The above Maximum Compensation payable under this Contract is based on the funding from the following sources:

3.3.6.1 100% is allocated under this Contract from Washington state CJTA appropriations.

3.3.6.2 Funding Stipulations:

- a) No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
- b) Supplanting. The Contractor may use these funds to supplement, not supplant, the amount of federal, state and local funds otherwise expended for services provided under this Contract.
- c) Prohibition of Use of Funds for Lobbying Activities. The Contractor must not use funds payable under this Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.
- d) Per RCW 71.24.580(11), the HCA is required to reclaim any unspent allocations each state fiscal year.

8. Section 3, Special Terms and Conditions, 3.4 Invoice and Payment, is renamed and amended to read as follows:

#### 3.4 Revenue and Expenditure / Payments

- 3.4.1 Contractor must submit accurate and complete Revenue and Expenditure Reports for all amounts allocated by HCA via e-mail to the HCA Contract Manager, identified in Section 3.5. Contractor must include the County name in the subject line of the email and the title of the Report attachment.
- 3.4.2 Revenue and Expenditure Reports must provide a detailed breakdown of each type. All Revenue and Expenditure Reports will be reviewed and must be approved by the HCA Contract Manager or his/her designee prior to ongoing payment.
- 3.4.3 HCA will return incorrect or incomplete Revenue and Expenditure Reports to the Contractor for correction and reissue. HCA reserves the right to request any supplemental documentation related to the information contained in the Revenue and Expenditure Report, including applicable invoices between the Contractor and their subcontractor.

3.4.4 In order to receive allocations under this agreement, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.

3.4.5 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

9. Section 3, Special Terms and Conditions, 3.7 Incorporation of Documents and Order of Precedence, is amended to read as follows:

3.7 Incorporation of Documents and Order of Precedence

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.7.1 Applicable Federal and State of Washington statutes and regulations;

3.7.2 Recitals;

3.7.3 Special Terms and Conditions;

3.7.4 General Terms and Conditions;

3.7.5 Schedule B: Data Use, Security, and Confidentiality;

3.7.6 Attachment 1: Confidential Information Security Requirements;

3.7.7 Schedule A: Statement of Work;

3.7.8 Attachment 2: Quarterly Progress Report Template

3.7.9 Attachment 3: Quarterly Revenue and Expenditure Report Template; and

3.7.10 Any other provision, term or material incorporated herein by reference of otherwise incorporated.

10. Section 4, General Terms and Conditions, 4.6 Confidential Information Protection, is amended to read as follows:

4.6 Confidential Information Protection

4.6 Confidential Information Protection

4.6.1 Contractor and HCA agree Contractor will have no contact or access to any Confidential Information under this Contract. Contractor's Subcontractor(s) will

collect, process, and report all Confidential Information directly to HCA through Secure File Transfer (SFT). Contractor will require Subcontractor(s) to adhere to all requirements in this Section (4.6), Schedule B, Data Use, Security, and Confidentiality, and Attachment 1, Confidential Information Security, attached hereto and incorporated herein.

4.6.2 The obligations set forth in this Section, and the referenced Schedule B and Attachment 1, must be included in all Subcontracts related to the work performed under this Contract.

4.6.3 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

11. Section 4, General Terms and Conditions, Subsections 4.7, Confidential Information Security, and 4.8 Confidential Information Breach – Required Notification, are deleted in their entirety. All subsequent subsections are renumbered and internal references updated accordingly.

12. Section 4, General Terms and Conditions, 4.23 Overpayments to Contractor, is amended to read as follows:

#### 4.23 Overpayments to Contractor

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may withhold up to 5% of the monthly amount Contractor reports on the Revenue and Expenditure Report(s) per month, until the overpaid amount is recouped in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

13. Section 4, General Terms and Conditions, 4.25 Publicity, 4.25.2 is amended to read as follows:

4.25.2 Contractor agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

14. Section 4, General Terms and Conditions, 4.32 Subcontracting, is amended to read as follows:

#### 4.32 Subcontracting

4.32.1 In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

4.32.2 Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are included in any subcontracts.

4.32.3 If at any time during the progress of work HCA determines, in its sole judgment, that any Subcontractor is in breach of the terms of this Contract, HCA will notify Contractor regarding HCA's determination of the breach and the facts supporting

the determination. If a material breach, the Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

- 4.32.4 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

15. Schedule A-1, Statement of Work, replaces Schedule A, and is attached hereto and incorporated herein.
16. Schedule B, Data Use, Security, and Confidentiality, is added, attached hereto and incorporated herein.
17. Attachment 4, CJTA Programmatic Treatment Report, is attached as a separate Excel document and incorporated herein.
18. This Amendment will be effective July 1, 2020 ("Effective Date").
19. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
20. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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

## Schedule A-1

### 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 (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 (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 (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 (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 (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 (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 (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**

- 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 use CJTA and/or State Drug Court funds to support or provide services to Therapeutic Court Program participants 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. State Drug Court
    - i. In addition to state funding under the CJTA, several counties receive additional state funding specifically for 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 State Drug Court funding must ensure the provision of substance use disorder treatment and support services detailed in this Contract, and in accordance with RCW 71.24.580 ad RCW 2.30.030.
  4. Supplemental Appropriations for State Fiscal Year 2021
    - i. Engrossed Substitute Senate Bill 6168; Section 212 § 72 provided one time supplemental funding under the CJTA:

- (a) \$4,500,000 of the criminal justice treatment account—state appropriation for fiscal year 2021 is provided solely for the authority to provide funding for the setting up of new therapeutic courts for cities or counties or for the expansion of services being provided to an already existing therapeutic court that engages in evidence-based practices, to include medication assisted treatment in jail settings pursuant to RCW 71.24.580. Funding provided under this subsection shall not supplant existing funds utilized for this purpose.
  - ii. Per RCW 71.24.580(5)(a), the HCA will distribute this funding through this agreement, with the understanding that the Contractor will confer with the local CJTA Panels for purpose of developing an amendment to the county or region's strategic plans for the utilization of funding through the CJTA. This will allow the Contractor, in concert with the local CJTA Panel, to collectively determine how to best use the supplemental funding in the context of the proviso.
  - iii. Cities or counties interested in developing new therapeutic courts will be referred to the County CJTA Panel.
  - iv. Contractor will work with the local CJTA Panel to update their CJTA Plan, referenced in Schedule A, Statement of Work, Section 6, below, to account for how the supplemental appropriation will be utilized at their county and/or regional level.
5. At a minimum, thirty percent (30%) of all CJTA funds, including State Drug Court and State Fiscal Year 2021 supplemental funding, is to be dedicated to 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 or justification for doing so is detailed in the CJTA Plan discussed in Schedule A, Statement of Work, Section 6, below.
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 transitioned 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 or region in order to facilitate the planning process with community and governmental partners 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 final plan must be approved by the county's legislative authority.
  - 5. 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.
  - 6. CJTA Plans are due by October 15, 2019 and are updated every two years, unless special circumstances dictate and approved by HCA, to coincide with the state fiscal biennium. Contractor may 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. Files submitted must conform to the following naming convention: <County Name>\_<Contractor Name>\_<Date of Upload>.
  - 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.



## Schedule B

### DATA USE, SECURITY, AND CONFIDENTIALITY

#### 1. Definitions

In addition to the definitions set out in Section 2, Definitions, of the Contract, and Schedule A, Statement of Work, Section 1, the definitions below apply to this Exhibit:

**"Authorized User"** means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

**"Client"** means an individual who is eligible for or receiving Medicaid services.

**"Data"** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Contract, Data means the same as "Confidential Information."

**"Disclosure"** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

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

**"ProviderOne"** means the Medicaid Management Information System (MMIS), which is the State's Medicaid payment system managed by HCA.

**"Regulation"** means any federal, state, or local regulation, rule, or ordinance.

**"Use"** includes the sharing, employment, application, utilization, examination, or analysis of Data.

#### 2. Description of Data

- 2.1. Contractor, and/or Subcontractors will collect the Data necessary for the CJTA Programmatic Treatment Report, Attachment 4, attached hereto and incorporated herein . The Data will be submitted directly into the Behavioral Health Data System (BHDS).

#### 3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policy/securing-information-technology-assets>. Section 4 is hereby incorporated by reference.)

The Data that is the subject of this Contract may be in any of the Categories indicated below:

☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

☐ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

☐ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- Personal Information about individuals, regardless of how that information is obtained;
- Information concerning employee personnel records;
- Information regarding IT infrastructure and security of computer and telecommunications systems;

☒ Category 4 – Confidential Information Requiring Special Handling.

Category 4 Data is information that is specifically protected from disclosure and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data

- 4.1. The Data being shared/accessed is owned and belongs to HCA.
- 4.2. This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any analyses, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.
- 4.3. Data collected and shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
- 4.4. Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5. Security of Data

5.1. Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information; and
- ii. Physically securing any computer, documents, or other media containing the Confidential Information.

## 5.2. Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 1, *Confidential Information Security Requirements*, and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policy/securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

## 5.3. Data Disposition

For the purposes of this section “fiscal year” is from July 1 to June 30.

Upon request by HCA, at the end of the Contract term, when no longer needed, or 6 years after the end of the fiscal year in which the Data is received, Confidential Information/Data must be returned to HCA or disposed of as set out in Attachment 1, *Confidential Information Security Requirements*, except as required to be maintained for compliance or accounting purposes.

## 6. Data Confidentiality and Non-Disclosure

### 6.1. Data Confidentiality

The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

- as provided by law; or
- with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

### 6.2. Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Exhibit B hereto. The Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

### 6.3. Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. The Contractor must comply with all applicable federal laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

## 7. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor

## 8. Data Breach Notification

8.1. The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at [PrivacyOfficer@hca.wa.gov](mailto:PrivacyOfficer@hca.wa.gov) within 2 business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within 15 business days of discovery. To the extent possible, these reports must include the following:

- 8.1.1. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
- 8.1.2. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- 8.1.3. A description of the types of PHI involved;
- 8.1.4. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- 8.1.5. Any details necessary for a determination of the potential harm to individuals whose PHI is believed to have been used or disclosed and the steps those individuals should take to protect themselves; and
- 8.1.6. Any other information HCA reasonably requests.

- 8.2. The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 8.3. If notification of the Breach or possible Breach must, in the judgement of HCA, be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
  - 8.3.1. HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
  - 8.3.2. In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients, such as paying for regular credit watches in some cases.
  - 8.3.3. Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 8.4. Any breach of this clause may result in termination of the Contractor and the demand for return or disposition, as described in Section 5.3, of all Confidential Information.
- 8.5. Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any Breach or possible Breach at any time.

## 9. Inspection

HCA reserves the right to monitor, audit, or investigate compliance with this Contract in regards to the Personal Information and PHI of Enrollees collected, used, or acquired by Contractor during the term of this Contract and for six (6) years following termination or expiration of this Contract. HCA will have access to Contractor's records and place of business for this purpose. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

## 10. Indemnification for Unauthorized Use or Release

The Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Enrollees.

# CRIMINAL JUSTICE TREATMENT ACCOUNT

Quarterly progress report

Please respond to each question and submit as a separate attachment with your quarterly R&E Report to: [tony.walton@hca.wa.gov](mailto:tony.walton@hca.wa.gov)  
Report Quarter

☐ July 2019 to September 2019 ☐ October 2019 to December 2019

☐ January 2020 to March 2020 ☐ April 2020 to June 2020

**Name of County completing Report:** [Click or tap here to enter text.](#)

**Please enter your status for each item, if item is incomplete please list your plan of correction (POC) including actions to be taken and target date for completion.**

1. Contractor entered all encounters and supplemental transactions funded by CJTA into the "CJTA Provider Entry Workbook"?  
☐ Yes ☐ No  
If no, please enter POC.

2. County submitted the CJTA Programmatic Treatment Report through the Secure File Transfer?  
☐ Yes ☐ No  
If no, please enter POC.

3. County submitted the Quarterly Revenue and Expenditure Report?  
☐ Yes ☐ No  
If no, please enter POC.

4. County has made attempts to expand access to Recovery Support Services for the intended population?  
☐ Yes ☐ No  
If no, please enter POC.

5. CJTA funding provides services for individual in a Therapeutic Court Program?  
☐ Yes ☐ No  
If Yes, please indicate the number of individuals who were admitted into the program during this quarter who are receiving medication assisted treatment or medications for opioid use disorder:

If Yes, please indicate what medications the individuals admitted into the program during this quarter are receiving (e.g. Buprenorphine, Methadone, Naltexone):

6. Is there any indication that the Therapeutic Court programs benefitting from CJTA are denying access to, or requiring titration from, any medications for opioid use disorder?  
☐ Yes ☐ No  
Please enter any additional comments here:

## Attachment 2-A: Quarterly Progress Report Template

7. CJTA funding used in the local, county, city, or tribal Jail?

☐ Yes ☐ No

If Yes, please indicate any barriers to providing treatment services and transitioning individuals into the community:

8. List any other significant accomplishments.
9. List any training or technical assistance needs.
10. Summarize any barrier(s) encountered and plans to overcome the barrier(s) with timeline.
11. Please include any other comments you would like to convey to the HCA Contract Manager:

Completed By:

Date:



Norrie Gregoire, Director  
Matt Stroe, Jail Commander

**DEPARTMENT OF COURT SERVICES  
JUVENILE JUSTICE CENTER  
WALLA WALLA COUNTY**

Norrie Gregoire, Juvenile Court Administrator  
Jon Cassetto, Court Services Manager  
Becky Renwick, Detention Manager

To: BOCC  
From: Norrie Gregoire, Director of Corrections  
Date Written: 09/10/2020  
RE: Director's Report for September 14, 2020

**Board Consent Agenda Item:**

- Requesting Board approval of Client Services Contract (amendment) between the County and Washington State Health Care Authority for Criminal Justice Treatment Account funded treatment and recovery support services for FY20/21.

**Department Updates:**

**Service Providers, Programming & Essential Services**

- Corrections
  - Health Care Authority notified County that Corrections was selected as a funded Residential Substance Abuse Treatment (RSAT) site; waiting for contract; working with Serenity Point Counseling Services to place a Substance Use Disorder Professional onsite at the jail; residential treatment services to begin October 1, 2020;
  - Due to limited housing and programming space, Recovery Pods will dissolve to meet RSAT separate housing requirement;
  - Working with local CJTA Panel to update the CJTA Plan as \$44,450 in supplemental funding was provided to County for FY 20/21; plan in development to subcontract with Trilogy Recovery Community for a CJTA-funded Recovery Support Ally who will plan, coordinate, and implement recovery support services at the jail, with Adult Recovery Court Participants, and eligible RSAT clients.
- Court Services
  - New ESD#123 Detention Classroom teacher selected is Dewann Bach; Ms. Bach also serves as a Title 26 (Family Law) Guardian ad Litem for Walla Walla County;
  - Ms. Debbie Kelley, Diversion Coordinator, retired September 9<sup>th</sup> after 23 years of service to youth and families in the valley; a small, socially distanced and masked send-off was held at JJC;
  - At this time, the Diversion Coordinator position will not be refilled; diversion program now assigned to Truancy Coordinator Vance Norsworthy.

**Personnel/Training**

- Corrections
  - CO Interviews were conducted week of September 1<sup>st</sup>; we hope to have several candidates move on to background; then on to polygraph and psych exam;
  - One CO at Corrections Officer Academy through October 6<sup>th</sup>; COA remains a hybrid affair.

**Equipment/Technology/Facilities**

- Robert reports he could not get a second plumbing bid for Bullpen toilet and sink installation; a proposal to move forward with Phase II of Bullpen Project is forthcoming;



- Shredding of old jail booking files located in old SO building scheduled with CI shredding for 9/11;
- Delfield Freezer at Jail: Grassi field tech installed two replacement doors on 9/8; so far, this adjustment appears to have resolved frost accumulation issue;
- Jail Tablets: Corrections had conference call with Securus on 9/10 to resolve some housing data discrepancies; we are now waiting for tablets to ship;
- Chad, Robert and their teams onsite at JJC and Corrections installing Cisco Room kits on 9/10.
- JJC/Corrections staff will be assisting Superior Court with jury selection at Fairgrounds Community Room through October for three upcoming trials.

11:15

**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))

11:30

**COUNTY COMMISSIONERS**

- a) Miscellaneous business to come  
before the Board

**WRITTEN UPDATES ONLY PROVIDED BY:**

**TECHNOLOGY SERVICES DEPARTMENT  
FACILITIES MAINTENANCE DEPARTMENT**

**Chad Goodhue  
Robert Henry**

**- 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.*



**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

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

September 14<sup>th</sup>, 2020

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

Re: Technology Services Update

**Issues/Information for the Board.**

- List of current projects:
  - Contract review for OnBase in District Court – *Will need a workshop*
  - Adobe Professional Rollout – may have to update our Active Directory
  - Cisco Desktop Phone Rollout
    - Almost complete
  - Cisco Headset rollout
    - Almost complete
  - Duo and Yubikeys – Will be rolling out by office/department starting with BOCC
    - Assessor's office complete
    - Treasurer's office will be next
  - Meraki/Cisco switch replacement – some snags with software bugs and fiber optics
    - On the 15<sup>th</sup> of September TS will lab test our production network before finishing migration to the new network equipment.
  - Court at the fairgrounds
    - The courtroom and technology are setup
      - On the 15<sup>th</sup> we will finish the configuration of the Bi Amp
      - Training and a live walk thru of a trial will commence on the 15<sup>th</sup> in the afternoon
  - WWE Physical Security Installations:
    - Corrections Access Controls underway
    - Security Camera Wiring – being relocated to the Fairground Pavilion
    - S2 Netbox Migration – In progress
      - Sheriff's Office has been converted to the new system
    - Physical Security to elections space – On hold due to current election
    - Physical Security to Tech Services – Holding for S2 Netbox configuration
  - Preparing to setup Elections at the Pavilion in the Fairgrounds
    - Network connections have been established
    - We will begin wiring power and network to the end points during the first week of October
    - The second week of October we will work with facilities to get the elections equipment relocated and setup at the fairgrounds
      - Computers, Cameras, switches, wireless access points, printers, copiers, scanners etc.

- Lastpass – Enterprise password management software – working with company to rollout software out and train staff on use – Currently on hold
- 88 CARES laptops – have been purchased and we are waiting on a delivery ETA so that we can start a deployment plan
  - Imaging is almost complete, when done they will be delivered and TS will begin rolling them out by department.
  - Anticipated delivery of devices is the beginning of October
- Self service portal – This will replace the Quest self-service portal and is Windows 10 and Duo compatible
  - This is 80% complete
- 11 Cisco Room Kits have been ordered –
  - 3 @ JJC – 1 deployed
  - 1 @ Jail – deployed
  - 1 @ Courthouse – deployed
  - 1 @ BOCC – Deployed
  - 1 @ BOCC Training Room - Deployed
  - 1 @ Elections
  - 1 @ Sheriff
  - 1 @ EMD
  - 1 @ ComDev
- Email and internet secure gateway – updating our antispam/anti-phishing hardware and software
- Phones Servers – We will finish setup and configuration on the 15<sup>th</sup> of September and migrate our virtual servers to the new hardware
- Tech Services have received all of the scopes of work to move forward with District Court moving to On Base from Liberty
  - Jesse and I have received the new contracts and they are in the process of being reviewed
- Tech Services is continuing to see a **large** spike in work orders

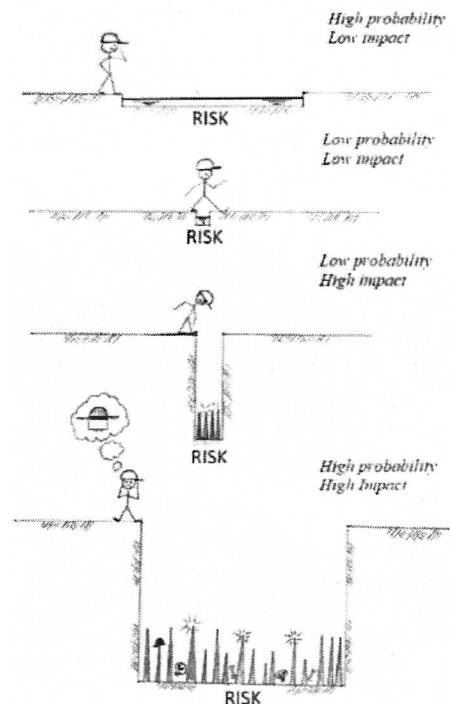
## Components (Main infrastructure)

### Security

- Phishing and County awareness
  - We need to come up with an annual required training for network access to help minimize risk and increase awareness
    - Know B4 is a known company that provides this type of solution

### Hardware

- New Hardware setup for the Courts at the fairgrounds and in both courtrooms
- New Hardware setup for Elections at the fairgrounds
- Switching
  - New Switches are being configured and deployed
- Physical Security
  - Cameras for Elections Security
  - Door controllers and proximity readers for JJC, Elections, Corrections and Tech Services
- Computers
  - 86 New Laptops
  - 172 monitors



## Other Projects

- OnBase

- Scopes of Work and Contracts are under review for District Court
- **Budget & Inventory**
  - Working with CFT to purchase and deploy hardware
- **Contracts**
  - Onbase and various CHD contracts
- **Inventory**
  - TS will have a new surplus list for review in the coming weeks
- **Public Record Requests Last 2 Weeks**
  - 11 = Requests received
  - 4 = Forwarded to departments
  - 11 = Completed
  - 2 = Pending review
  - 1 = Pending Closure
  - 0 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 7 = Open
  - YTD = 155 (55 more than last year)

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
  - 115 = Requests received
  - 46 = Open
  - 106 = 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.**

# Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update September 14th

## Maintenance:

-Work has begun to install a new sink/toilet in the jail bullpen. The old sink hot and cold lines, and sink drain were removed to allow for the new piping to be installed.

-McKinstry lighting audit has been completed for the county buildings, a building condition assessment team is scheduled to come out this week to begin the building assessment.

## Custodial

-Custodial has continued cleaning with an emphasis on disinfecting public spaces and commonly touched surfaces.

## Grounds

-Work with sprinklers continues to identify broken sprinkler heads and keep the system working.

-Outside window cleaning has started for courthouse and Annex. We are putting together a plan for cleaning 2<sup>nd</sup> and 3<sup>rd</sup> floor windows in courthouse.