

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, JANUARY 10, 2022

Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us.

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

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

PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.

10:00 A.M. COUNTY COMMISSIONERS

Chairman Kimball

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)
- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- f) **Consent Agenda Items:**
 - 1) Resolution - Minutes of County Commissioners' proceedings for January 3 and 4, 2022
 - 2) Payroll action and other forms requiring Board approval

COUNTY COMMISSIONERS (Continued)

- g) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4235786 through 4235871 totaling \$451,172.92; 4235872 through 4235873 totaling \$514.33 (travel)
- 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

a) Action Agenda Items:

- 1) Execute Landowners Agreement with Tri-State Steelheaders Mill Creek Passage – Roosevelt Street
- 2) Execute Landowners Agreement with Tri-State Steelheaders Mill Creek Passage – 5th Avenue Bridge
- 3) Execute Landowners Agreement with Tri-State Steelheaders Mill Creek Passage Underground Section

b) Department update and miscellaneous

Landowner Acknowledgement Form¹

Project Applicant Information

Applicant Name: Tri-State Steelheaders

Project Number/Name: 21-1431 MILL CREEK PASSAGE – Roosevelt Street

Contact: ☐ Mr. ☒ Ms. First Name: Morgan Last Name: Morris

Title: Project Manager

Mailing Address: PO Box 1375, Walla Walla, WA 99362

E-Mail Address: morgan@tristatesteelheaders.com

Property Information

Address or Location: Mill Creek flood control channel at Roosevelt St.

County/Parcel Number: na

Landowner Information

Landowner Name: Walla Walla Commissioners (Mill Creek Flood Control Zone District)

First Name: Jenny

Last Name: Mayberry

Todd

Kimball

Greg

Tompkins

Title: Walla Walla County Commissioners

Mailing Address: PO Box 1506, Walla Walla WA 99362

E-Mail Address: wwcommissioners@co.walla-walla.wa.us

1. Mill Creek Flood Control Zone District is the legal owner of property described in the grant application being submitted to the Recreation and Conservation Office by the project applicant.
2. I am aware that the project being proposed in the grant application is on my property.
3. If a grant is successfully awarded, I will be contacted and asked to engage in negotiations.
4. My signature does not represent authorization of project implementation.
5. If I am affiliated with the project applicant, I will recuse myself from decisions made by the project applicant to work on or purchase my property.
6. There are are not (circle one) tenants on the property. Tenants displaced as a result of this project may be eligible for relocation assistance.

Landowner/Representative Signature

Date

¹ "Manual 3: Acquisition Projects," Appendix H

Landowner Acknowledgement Form¹

Project Applicant Information

Applicant Name: Tri-State Steelheaders

Project Number/Name: 21-1432 MILL CREEK PASSAGE – 5th Ave Bridge

Contact: ☐ Mr. ☒ Ms. First Name: Morgan Last Name: Morris

Title: Project Manager

Mailing Address: PO Box 1375, Walla Walla, WA 99362

E-Mail Address: morgan@tristatesteelheaders.com

Property Information

Address or Location: Mill Creek flood control channel at 5th Avenue

County/Parcel Number: na

Landowner Information

Landowner Name: Walla Walla Commissioners (Mill Creek Flood Control Zone District)

First Name: Jenny Last Name: Mayberry

Todd Kimball

Greg Tompkins

Title: Walla Walla County Commissioners

Mailing Address: PO Box 1506, Walla Walla WA 99362

E-Mail Address: wwcommissioners@co.walla-walla.wa.us

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Landowner/Representative Signature

Date

¹ "Manual 3: Acquisition Projects," Appendix H

Landowner Acknowledgement Form¹

Project Applicant Information

Applicant Name: Tri-State Steelheaders

Project Number/Name: 21-1433 MILL CREEK PASSAGE DESIGN – Underground Section

Contact: ☐ Mr. ☒ Ms. First Name: Morgan Last Name: Morris

Title: Project Manager

Mailing Address: PO Box 1375, Walla Walla, WA 99362

E-Mail Address: morgan@tristatesteelheaders.com

Property Information

Address or Location: Mill Creek flood control channel between Colville St and 3rd Ave

County/Parcel Number: na

Landowner Information

Landowner Name: Walla Walla Commissioners (Mill Creek Flood Control Zone District)

First Name: Jenny

Last Name: Mayberry

Todd

Kimball

Greg

Tompkins

Title: Walla Walla County Commissioners

Mailing Address: PO Box 1506, Walla Walla WA 99362

E-Mail Address: wwcommissioners@co.walla-walla.wa.us

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Landowner/Representative Signature

Date

¹ "Manual 3: Acquisition Projects," Appendix H

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



To: Board of County Commissioners

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

Date: 03 January 2022

Re: Director's Report for the Week of 4 January

Board Action: 10 January 2022

Agenda Action Items:

**Miscellaneous Item: Execute Landowners Agreement with Tri-State Steelheaders
Mill Creek Passage – Roosevelt Street**
**Miscellaneous Item: Execute Landowners Agreement with Tri-State Steelheaders
Mill Creek Passage – 5th Avenue Bridge**
**Miscellaneous Item: Execute Landowners Agreement with Tri-State Steelheaders
Mill Creek Passage Underground Section**

ENGINEERING:

- Arch Bridge (Apollo, Inc): Contractor is scheduled to begin pile driving for bridge. This was delayed due to weather.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition (only 1 acquisition remaining) and finalizing plans.
- Peppers Bridge Road: Working on right of way acquisition.
- Dell Sharpe Bridge: Consultant will be submitting 75% design.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Snow & ice removal.
- North Crew – Snow and ice removal.
- Signs and Veg Crew – Assisting with snow and ice removal.
- Garage – Routine service and repairs. Assisting with snow and ice removal.

ADMINISTRATION:

- Working on 2022 Initial Counseling.
- Conducted weekly Engineering and Road Ops meetings.
- Had monthly meeting with Commissioner Mayberry.

10:30 TECHNOLOGY SERVICES

Chad Goodhue

- a) Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 102 - Walla Walla, Washington 99362
(509) 524-2590
cgoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

January 10th, 2022

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

Re: Technology Services Update

Issues/Information for the Board.

- List of current projects and activities:

<ul style="list-style-type: none">▪ Copiers – The following Offices/Departments are getting new copiers via ARPA▪ Auditor, Community Development, Sheriff, EMD, Public Works x2, Commissioners, District Court, County Clerk and Community Health▪ All parts except the document scanners have arrived. New ETA is mid to end of January▪ 2nd batch of copiers have been ordered
<ul style="list-style-type: none">▪ Treasurer –▪ Camera installation is complete▪
<ul style="list-style-type: none">▪ Community Health Department▪ Working with Nancy on HIPAA training schedules
<ul style="list-style-type: none">▪ County Requests – Panic Buttons▪ Tech Services is testing hardware from Quicklert that should meet all of our needs and drive the costs of the original estimated costs down by half
<ul style="list-style-type: none">▪ Public Works – Old GIS Server▪ TS is working with PW and Tony's group to decommission an old file/GIS server and get the data moved to the Data Center▪ End of January is our target date to turn down the old server and incorporate the data into our ESRI server
<ul style="list-style-type: none">▪ District Court▪ On Base is being fully utilized by District Court now. There are, as expected, some work flow issues but nothing that Imagesoft has not been able to resolve
<ul style="list-style-type: none">▪ Data Center Move▪ Tech Services is in the process of preparing our gear to move
<ul style="list-style-type: none">▪ Security▪ We have been actively addressing security concerns around current media highlights such as Log4j/Log4shell

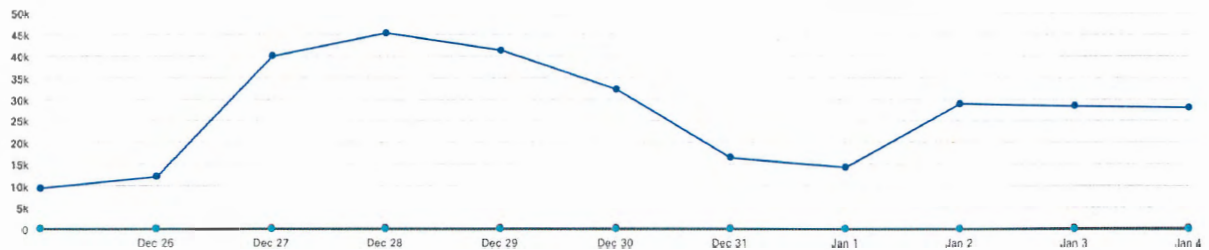
Threat Detection Summary

All Categories	510k	2175	4689	2097	489
	Reputation Filtering	Spam Detection	Email Spoofing	Scam and Phishing Attempts	Attachment and Malware Detection



Threat Detection Summary

All Categories	296.4k	1295	2574	1107	371
	Reputation Filtering	Spam Detection	Email Spoofing	Scam and Phishing Attempts	Attachment and Malware Detection



Components (Main infrastructure)

Security –

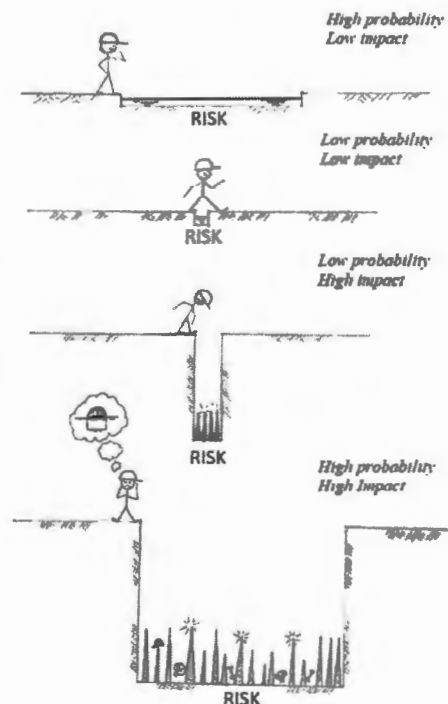
- Phishing and County awareness
 - A new campaign is out and the results will be available in late January
- **Annual Cyber Security Training** – will start a new round of training in September

Hardware

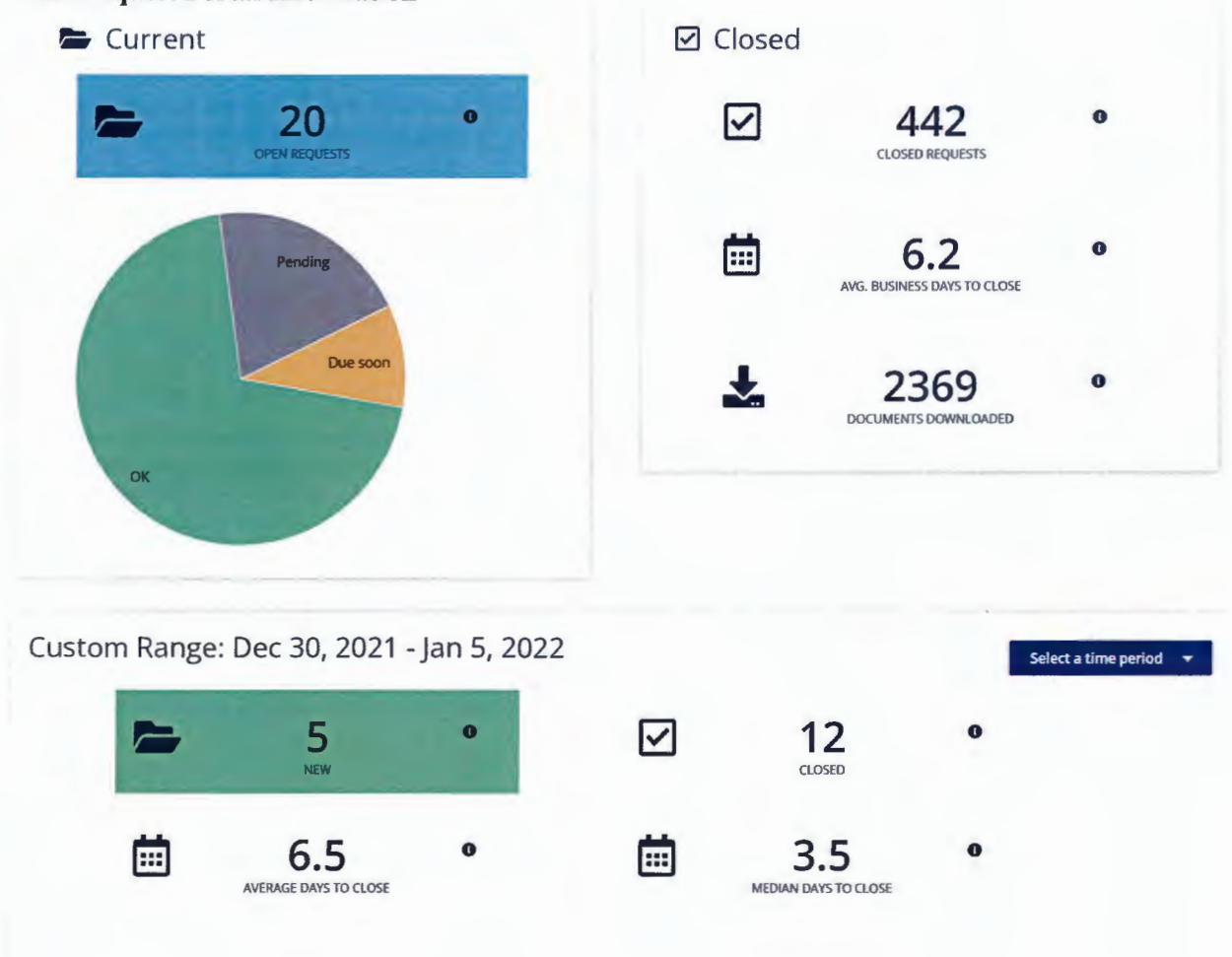
- Replacement hardware for superior court at the Fair Grounds should be installed and setup complete by 1 February, 2022.

Other Projects

- **OnBase**
 - Has gone live as of the 10th of December
 - Conversion – All Liberty documents have been converted for On Base
- **Contracts**
 - Johnson Controls contract
- **Inventory –**



- **Next Request Portal Information**



- **Service Desk Issues Last 2 Weeks**

- 82 = LYTD
- 36 = Requests received since January 1st
- 36 = Opened in the last 2 weeks
- 42 = Closed in the last 2 weeks
- 33 = Total open or outstanding

Definitions

ESG – Email Security Gateway

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.

a) **Action Agenda Items:**

- 1) Proposal 2022 01-10 CORR Approval to apply for Medication for Opioid Use Disorder (MOUD) in Jails Program Grant with Washington State Health Care Authority
- 2) Resolution – Approving Service Agreement #20-05 between Walla Walla County and Children's Home Society of Washington

b) Department update and miscellaneous



Date: January 6, 2022

Proposal ID: 2022 01-10 CORR

To: BOCC

From: Director of Corrections

Intent – Approval to apply for Medication for Opioid Use Disorder (MOUD) in Jails Program Grant with Washington State Health Care Authority

Topic – Medication for Opioid Use Disorder (MOUD) in Jails Program (HCA)

Summary – Grant Questionnaire

- 1) Name of Grant/Program: **MOUD in Jails Program (HCA)**
- 2) New Grant X Renewing Grant ☐ Term (# of years): 18 months
- 3) Is the grant unchanged, and does not require Current Expense funding? **N/A**
- 4) How will this grant benefit the county's citizens?

According to a recent statewide survey, sixty percent of those incarcerated (2019) are estimated to have known or suspected substance use disorder (SUD) including OUD at intake. The high prevalence of OUD among incarcerated individuals leads to increased risk of early death, hepatitis C and HIV. Untreated OUD perpetuates the cycle of incarceration, making it highly likely that an individual suffering from OUD will keep circulating back through the correctional system. According to a recent study, only 37% of WA state jails surveyed, provide MOUD to every individual identified as having an OUD. Barriers include funding, staffing, stigma, and logistics.

Opioid Use Disorder (OUD) continues to negatively impact the health and wellbeing of our community. In Washington state, drug overdose deaths increased from 1,259 in 2019 to 1,731 in 2020. Over that same two-year period, death from synthetic opioids increased from 337 to 672 (primarily fentanyl and fentanyl analogs). For some in our community, there exists a nexus between criminal behavior and addiction. Those addicted to opioids often engage in conduct that leads to arrest and detention. When County Corrections encounters a community member struggling with OUD, they are screened for Medication Assisted Treatment while in the County Jail. Currently, the jail "balloon" doses all MAT participants. This means participants receive Subutex on Mondays, Wednesdays, and Fridays, with the Friday dosage being higher to titrate the effect through the weekend until Monday morning. This is not a best practice and does not ensure the best outcomes.

- 5) Is this a program grant or an equipment grant?

It is a program grant that pays for MOUD medication and associated staff costs. General equipment purchases are not allowed but specific equipment that is crucial to the success of the execution of the project may be applied for as Supplies.

- 6) Is this a “one-time only grant” or is it renewable? If renewable, how long is grant anticipated to last?

The grant period runs from February 18, 2022, to August 31, 2023. The Health Care Authority reserves the right to extend the contract for up to 5 additional 1-year periods at the sole discretion of the Health Care Authority, for a total of 5 years in the life of the Contract, at the sole discretion of the Health Care Authority, and contingent on availability of funds.

- 7) If this is a new grant how will the grant support a current program OR how will the program change?

The MOUD in Jails Program grant will support and enhance current MOUD efforts at the County Jail. The jail would change from balloon dosing to daily dosing of Subutex and hopefully receive funding to assist with staff costs related to daily dosing. The grant prohibits supplanting and Director will need to show that grant funds are needed to expand the current MOUD program at the Jail.

- 8) Does this grant require up-front funds? Y _____ N X

If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received? N/A

- 9) How many employees (new or current) will be paid by the grant? N _____ C _____

**No new County staff positions will be created nor funded by this grant. Grant will pay for additional medication to transition from balloon dosing to daily dosing. County will use some grant funds to pay subcontractor staff costs to our current Health Services Provider for staff time related to daily dosing of MAT. Grant may be able to pay some Corrections Officer and Admin Staff time in support of expanded MOUD at the Jail.*

- a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded?
N/A

- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc.? Y _____ N X If so, what?

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y _____ N _____ N/A

- 12) What fund would support a cash match (if required)? Cash match not required.

- 13) If required what is the TOTAL cost of the match over the life of the grant? N/A

14) What fund would support the administration of the grant? *Administration of grant to be paid by grant itself.*

15) Will the grant allow for the County cost allocation plan to be funded? Y X N

Grant allows for expenses for administrative staff supporting program administration, contract management, data collection and reporting.

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

No new office space required; if additional equipment is needed, grant could pay for equipment related to technology improvements that assist with the MOUD Program.

17) Would the program require use of a county vehicle or personal vehicle? Y N X

18) If so, would the grant provide for the cost of the automobile and/or liability insurance?

Y N N/A

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y X N If so, what activities?

We will need BARS numbers for tracking and accounting of grant expenses and revenues.

20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y N X If so, what obligations?

21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?) *No*

22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y N X If so, what is the funding source for consultant fees?

23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

This program would most likely not be continued upon grant expiration unless other similar grant funding from a different resource becomes available.

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

Please feel free to submit additional information as needed.

Official signature of requesting office/department:

Date _____

Elected Official/Department Head

FOR COMMISSIONERS' OFFICE USE ONLY

Approved by: _____

Chair, Board of County Commissioners

Date

Copies to: 1) Requesting Office/Department

2) Kerri Polson, Auditor's office

3) Commissioners' File

Cost

Maximum grant award per recipient is \$500,000 per State fiscal year. Budget request is currently in development.

Funding

FY2022 funding must be spent by June 30, 2022; FY2023 begins July 1, 2022, and will end August 31, 2023.

Alternatives Considered

Current Jail practice is to offer MOUD balloon dosing on Mondays/Wednesdays/Fridays.

Current standard of care recommended nationally is daily dosing of buprenorphine or injectable long-lasting Naltrexone or Sublocade. County Corrections is seeking this grant so that the current standard of care can be achieved without requesting an increase in Current Expense or other local funds.

Acquisition Method

MOUD in Jails Program grant will be submitted by Director of Corrections to Washington State Health Care Authority. Grant submission deadline is January 28, 2022, at 1400.

Security

N/A

Access

N/A

Risk

HR/Risk and County Legal are currently reviewing grant application template. Due to grant application timeline, Director of Corrections is seeking Board approval to move forward with intention to apply for MOUD in Jails Program grant in anticipation of vetted approval.

Benefits

The MOUD Program in Jails will assist identified inmates with an OUD diagnosis with recovery from addiction. While incarcerated, tolerance decreases. Individuals participating in MOUD are less likely to overdose, less likely to relapse, and more likely to stay engaged in a treatment program. The grant requires that MOUD in Jail Program participants be supplied with a bridge dose of MAT as well as two doses of naloxone and naloxone training at release, as well as discharge planning and reentry coordination. Inmates must also be scheduled for their first community-based appointment with a treatment facility prior to release. Assisting inmates with moving from addiction to recovery benefits the community and citizens of the County by improving health and wellbeing, reducing crime, reducing ER visits, reducing the need for social service and child protection interventions, and improving quality of life.

Conclusion/Recommendation

Recommend approval for County Corrections Director to apply for MOUD in Jails Program grant after review and approval of grant application template from Risk and Legal.

Submitted By			Disposition	
<hr/>			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
<hr/>			<input type="checkbox"/> Needs follow up information	
Name	Department	Date	<input type="checkbox"/> Denied	
<hr/>			<hr/>	
			BOCC Chairman	Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



STATE OF WASHINGTON
HEALTH CARE AUTHORITY

REQUEST FOR APPLICATIONS (RFA)

RFA NO. 2021HCA42

NOTE: *If you download this RFA from the Health Care Authority website or WEBS, you are responsible for monitoring the posting for updates and new amendments.*

PROJECT TITLE: Medication for Opioid Disorder (MOUD) in Jails Program

APPLICATION DUE DATE: January 28, 2022 by 2:00 p.m. *Pacific Time*, Olympia, Washington, USA.

All Applications must be submitted electronically via email to the email address listed below. It is within HCA's sole discretion to accept submission in any other format.

ESTIMATED TIME PERIOD FOR CONTRACT: February 18, 2022 to August 31, 2023

The Health Care Authority reserves the right to extend the contract for up to 5 additional 1-year periods at the sole discretion of the Health Care Authority, for a total of 5 years in the life of the Contract, at the sole discretion of the Health Care Authority, and contingent on availability of funds.

FUNDING: HCA has budgeted an amount not to exceed \$10,000,000 to be divided between fiscal years 22 and 23 for this project. HCA is planning to award multiple contracts in various amounts depending on organizational need.

RFA CONTACT: The RFA Coordinator is the sole point of contact in HCA for this procurement. All communication between the Applicant and HCA upon release of this RFA must be with the RFA Coordinator, as follows:

Name	Kimberly French
E-Mail Address	HCAProcurements@hca.wa.gov

Emails must have 2021HCA42 in the subject line.

Any other communication will be considered unofficial and non-binding on HCA. Applicants are to rely on written statements issued by the RFA Coordinator. Communication from or directed to parties other than the RFA Coordinator may result in disqualification of the Applicant.

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1. DEFINITIONS

Definitions for the purposes of this RFA include:

“Administrative” or “Indirect Costs” – Elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs.

Agonist - An FDA-approved opioid agonist medication (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder.

Antagonist - FDA-approved opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

Apparent Successful Applicant (ASA) – The Applicant selected as the entity to perform the anticipated services under this RFA, subject to completion of contract negotiations and execution of a written contract.

Applicant – Individual or company interested in the RFA that submits an application in order to attain a contract with the Health Care Authority.

Application – A formal offer submitted in response to this solicitation.

Authorized Representative – A person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

Contract – The agreement between HCA and the Apparent Successful Applicant (ASA) to carry out the ASA's proposed program.

Data Universal Numbering System (DUNS) - A unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

Evidence-based Practice - 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 an opioid use disorder.

Electronic Health Records (HER) - A certified electronic health record system that has been tested and certified by an approved Office of National Coordinator for Health Information Technology's (ONC) certifying body.

FDA - The U.S. Food and Drug Administration.

Health Care Authority or HCA – an executive agency of the state of Washington that is issuing this RFA.

Medication for Opioid Use Disorder (MOUD) - 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 maintenance 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.

Opioid Use Disorder (OUD) - A pattern of problematic use of opioids, whether prescription painkillers, or heroin, or other illicit synthetic opioids. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM 5) to diagnose opioid use disorder.

Opioid Treatment Program (OTP) - A behavioral health treatment agency which is licensed by the state and federal government, as defined in 42 CFR § 8.12, RCW 71.25.590, WAC 246-341. An OTP offers both counseling services and medical services to all clients who attend. It is the only type of outpatient treatment setting under state and federal law, where an individual can receive all three types of medication for the treatment of an Opioid Use Disorder: Methadone, Buprenorphine products (Suboxone, Subutex) and Naltrexone (Vivitrol). A client who attends the program receives their administered and dispensed medication doses directly from the OTP site, instead of a pharmacy."

Request for Application (RFA) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFA is to permit the Applicant community to suggest various approaches to meet the need at a given price.

Substance Use Disorder (SUD) - Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM-5).

Warm hand-off - A transfer of care between two members of the health care team, where the handoff occurs in front of the patient explaining why the other team member can better address a specific issue with the patient and emphasizing the other team member's competence.

2. INTRODUCTION

2.1. BACKGROUND AND PURPOSE

In 2021 Engrossed Senate Bill 5476 and Engrossed Substitute Bill 5092 both provided funding to implement and enhance medication for opioid use disorder (MOUD) in jails program. A total of \$10,000,000 is appropriated to be split between fiscal year 2022 and year 2023.

Drug overdose deaths are trending up across the nation including Washington State. In 2019 there were 1,259 drug overdose deaths among Washington residents, 337 of those were synthetic opioids (fentanyl and fentanyl analogs). In 2020, among Washington State residents, these numbers increased to 1,731 drug overdose deaths and 672 of those involved synthetic opioids (predominately fentanyl and fentanyl analogs). Fentanyl has reached Washington and has saturated the illicit drug market creating more people with opioid use disorder (OUD) and doubling fentanyl related overdose deaths. According to a recent survey, sixty percent of those incarcerated (2019) are estimated to have known or suspected substance use disorder (SUD) including OUD at intake. The high prevalence of OUD among incarcerated individuals leads to increased risk of early death, hepatitis C and HIV. Untreated OUD perpetuates the cycle of incarceration, making it highly likely that an individual suffering from OUD will keep circulating back through the correctional system.

According to a recent study, only 37% of WA state jails surveyed, provide MOUD to every individual identified as having an OUD. Barriers include funding, staffing, stigma, and logistics.

The Washington State Health Care Authority, hereafter called "HCA," is initiating this Request for Application (RFA) to solicit Applications from city, county, tribal, regional, and juvenile jails interested in submitting information outlining how they would develop and implement or continue to expand MOUD in jails program. Other entities can submit on behalf of jails and can apply to support more than one jail if the entity is a more suitable administrator of the MOUD in jails program. Examples include local health jurisdictions for their local county and city jails, Indian health care providers on behalf of tribal jails or in partnership with the local county jail, or the Washington Association of Sheriffs and Police Chiefs (WASPC) to support multiple jails who need assistance in administering a full MOUD program. Other entities who apply must demonstrate which jails they will contract with and that it is the jail's decision and the jail is in agreement with the entity running the program.

HCA intends to award multiple contract(s) to provide the services described in this RFA.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

HCA Release of Request for Applications	December 29, 2021
Informational Webinar	January 5, 2022
Questions Due from Applicants	January 14, 2022 – 2:00 pm (PT)
HCA Posts Answers to Applicant(s) Questions	January 19, 2022
Application(s) Due Date	January 28, 2022 – 2:00 pm (PT)
Evaluate Applications	January 31-February 4, 2022
Announce "Apparent Successful Applicant" and send notification via e-mail to unsuccessful Applicants	February 8, 2022
Applicant Request for Debrief Due Date	February 14, 2022
Hold Debrief Conferences via conference call (if needed)	February 15, 2022

Estimated Contract Start Date	February 18, 2022
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HCA reserves the right in its sole discretion to revise the above schedule.

Applicants are strongly encouraged to register as a vendor on Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/> and to download a copy of this RFA from WEBS, in order to view any Amendments that are Issued by HCA which may modify the terms of this RFA.

2.3. MINIMUM QUALIFICATIONS / ELIGIBILITY REQUIREMENTS

Applicants must currently have, or be able to hire, qualified and sufficient staff to address an individual's substance use disorder, must be able to provide FDA approved medications for opioid use disorder (e.g., buprenorphine, methadone, and/or naltrexone) or contract with the treatment facility or MOUD provider and coordinate treatment connections upon release or transfer to another facility.

2.4. FUNDING AND CONTRACT PERIOD

HCA has budgeted an amount not to exceed \$5 million each SFY2022 and SFY2023 for this project. The number of contracts and dollar amounts per contract will vary depending on the needs of each applicant. The funding allocated to each contract may be different than Bidders' budget submitted with their proposals.

Applications in excess of \$500,000 for a single site per SFY will be considered non-responsive and will not be evaluated. A single organization may not receive multiple awards, even if applying for multiple service locations. Multiple sites in a single application will be accepted but multiple applications will not.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. HCA may provide additional funding or de-obligate unused funds, if it is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated herein.

Contract date range February 18, 2022 to August 31, 2023. FY2022 contracted funding must be spent by June 30, 2022 with final reporting and submission of invoices by August 31, 2022. FY2023 contracts begin July 1, 2022 and will end August 31, 2023. Contract details will be included in actual contracts with each successful applicant.

HCA reserves the right to extend the contract for up to 5 one-year increments, for a total of 5 years in the life of the Contract, at the sole discretion of HCA, and contingent on availability of funds.

3. GENERAL INFORMATION FOR APPLICANTS

3.1. RESPONSIBILITIES AND ACCOUNTABILITY OF THE CONTRACTOR

Each Applicant awarded a Contract for this work is referred to as a Contractor.

The Contractor has full responsibility for the conduct of the project and the results achieved. Each Contractor shall monitor the day-to-day performance of the project to assure adherence to statutes, regulations, and contract terms and conditions. The Contractor will carry out the activities described in the scope of work to achieve project goals, objectives, and desired outcomes.

The Contractor will be accountable for all funds and must ensure all funds are used solely for authorized purposes. Projects selected for this work will receive funding on a cost-reimbursement basis only.

The Contractor will ensure by written agreement the following:

- Funds will be used only for activities covered by the approved project plan
- Funds will not be used in violation of any restrictions and/or prohibitions of applicable statutes
- All budget and performance reports will be completed and submitted in a timely manner
- All project records will be kept for three years upon close-out of the award
- An adequate accounting system is in place with good internal controls to ensure expenditures and reimbursements are reported accurately from all funding sources related to the project.

3.2. BUDGET DEVELOPMENT

General equipment purchases are not allowed by HCA in the Contract. Specific equipment that is crucial to the success of the execution of the project may be applied for as Supplies.

Supplement / Non-Supplanting

- Funds may be used to supplement (add to), enhance or expand existing services for program activities, but shall **NOT** replace (supplant) those funds that have already been appropriated for the same purpose.
- A Contractor may not use funds to defray any costs that the recipient already is obligated to pay.
- The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.

3.3. SCOPE OF WORK

1. Core components of the MOUD in jails program - although these are the key components and follow the standard of care for treating OUD in a jail setting, there may be unforeseen barriers to meeting all components. Please still submit an application and share any concerns. HCA is open to discussion and funding is flexible to assist in overcoming such barriers.
 - FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who present with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.

- Methadone, buprenorphine, injectable long-acting Naltrexone – all should be offered unless the availability of methadone through an opioid treatment program (OTP) is not within reasonable driving distance from the jail and may also be dependent on the availability of buprenorphine providers in the community.
- MOUD must be continued for those who are already taking MOUD upon entering the facility. It is continued using the same medication, at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the patient's medical record). Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the [*2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder*](#)).
- Assessing for opioid use disorder (OUD) and risk of acute withdrawal must be done upon intake. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)
- Individuals entering the facility who are physically dependent on opioids, must be offered MOUD treatment; forced withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheal, analgesics) may be used as adjuncts or may be used in place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.
- Methadone and buprenorphine must be administered daily or more frequently. "Balloon" dosing is unacceptable. Healthcare providers should assess each case individually for frequency of doses.
- Discharge Planning and Reentry Coordination
- Provide at least 2 doses of naloxone and naloxone training to all incarcerated individuals with OUD upon release.
- Schedule the first community appointment with a treatment facility.
- Provide – in hand upon release and at no cost to the individual – sufficient doses of MOUD to bridge patient until scheduled MOUD follow-up appointment at community treatment facility (does not apply to patients treated with injectable MOUD).
 - Individuals who are at risk of being released directly from court are informed, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home.
 - In situations where an appointment cannot be made, e.g., after-hours bail-out, resident is given enough medication to last until the next available appointment at the community treatment facility. If that date is unknown, the individual is given a minimum of a 7-day supply.
 - In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail, the individual is informed that he/she may either return to the jail in the morning to receive bridge medications or, if no medical staff are present the following day, will have a prescription for the same bridging medication called to a local pharmacy, at no cost to the individual.

- Health Equity - This project also intends to address inequities in substance use disorder treatment and recovery services by providing medically necessary treatment for opioid use disorder among incarcerated individuals. MOUD in jails programs should understand cultural barriers and examine the future to provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.
- Budget - Each entity that responds to this RFA should submit a projected budget for FY2022 (February – June 2022) and FY2023 (July 2022 – June 2023).
- Specific tools, such as job descriptions, statements of work, final budget, deliverables will be developed to ensure consistent practice throughout the program.
- Participation requires performance monitoring activities, including requiring timely and accurate data reporting to HCA DBHR. All contractors receiving MOUD in jail program funding must comply with contract reporting requirements in collaboration with the HCA DBHR. Further evaluation may be conducted by HCA DBHR or a third-party who may expand on data collection from those willing to participate.

3.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Applications submitted in response to this RFA will become the property of HCA. All Applications received will remain confidential until the Apparent Successful Applicant is announced; thereafter, the Applications will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW). Exceptions considered only if Applicant identifies content as proprietary in their Application materials.

3.5. AMENDMENTS TO THE RFA

If HCA determines in its sole discretion that it is necessary to revise any part of this RFA or provide any additional information, HCA will post on Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/>, an amendment capturing changes or additions. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFA and will be placed on the website.

HCA also reserves the right to cancel or to reissue the RFA in whole or in part, prior to execution of a contract.

3.6. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful applicant (ASA) will be expected to enter into a contract with the Health Care Authority. HCA reserves the right to negotiate with applicants for project tasks, deliverables and funding amounts. Special consideration during selection may include community geographic location(s) to provide for project distribution statewide and overall risk ranking. If, after the announcement of the ASA, and after a reasonable period of time, the ASA and HCA cannot reach agreement on acceptable terms for the Contract, the HCA may cancel the selection and award the contract to the next most qualified Applicant.

3.7. RECEIPT OF INSUFFICIENT NUMBER OF APPLICATIONS

If HCA receives only one responsive Application as a result of this RFA, HCA reserves the right to either: 1) directly negotiate and contract with the Applicant; or 2) not award any contract at all. HCA may continue to

have the Applicant complete the entire RFA. HCA is under no obligation to tell the Applicant if it is the only Applicant.

3.8. NO OBLIGATION TO CONTRACT

This RFA does not obligate HCA to enter into any contract for services specified herein.

3.9. REJECTION OF APPLICATIONS

HCA reserves the right, at its sole discretion, to reject any and all Applications received without penalty and not to issue any contract as a result of this RFA.

3.10. COMMITMENT OF FUNDS

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFA. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

3.11. STATE AND FEDERAL COMPLIANCE

HCA complies with HCA, state and federal statutes and policies, to include, but not limited to:

- 3.11.1. ADA - HCA complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFA Coordinator to receive this RFA in Braille or on tape.
- 3.11.2. Accessibility - HCA is committed to making its materials and programs accessible to all customers and employees. If you experience any difficulty accessing information provided by HCA, please contact us at HCAProcurements@hca.wa.gov. We will do our best to assist you, which may include providing the information to you in an alternative format.
- 3.11.3. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting an application that includes current or former state employees.
- 3.11.4. All Contractors are required to have a DUNS number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Duns and Bradstreet that assigns a unique numeric identifier to a single business entity. This may be obtained via the website: <http://fedgov.dnb.com/webform> or over the phone at 1-866-705-5711.
- 3.11.5. Discrimination - In accordance with federal law, HCA is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. HCA is an equal opportunity provider and employer.
- 3.11.6. In preparing this Application, Applicant has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Application or prospective contract, and who was assisting in other than their official, public capacity.
- 3.11.7. Applicant grants HCA the right to contact references and others who may have pertinent information regarding the ability of the Applicant and the lead staff person to perform the services contemplated by this RFA.
- 3.11.8. If any of the Applicant's staff members who will perform work on this contract have retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, their name(s) are noted on a separately attached page.

4. APPLICATION PROCESS

4.1. QUESTIONS, ANSWERS, & CLARIFICATIONS

Applicants who have questions and/or requests for clarifications regarding this RFA must submit via email to HCAProcurements@hca.wa.gov no later than January 14, 2022 at 2:00 pm, Pacific Time. All correspondence regarding this solicitation must reference the RFA number in the subject line.

HCA responses will be posted per the information provided in the *Estimated Schedule of Procurement Activities* section.

No phone calls or in-person inquiries will be accepted. Any verbal information received from an HCA employee or any other entity shall not constitute an official response to any questions regarding this RFA.

HCA will be bound only to HCA written answers to questions issued by the RFA Coordinator. Any communications with HCA employees other than the RFA Coordinator will not be considered official or binding. A copy of the questions and answers will be posted on WEBS.

4.2. SUBMISSION OF APPLICATIONS

The Application must be received by the RFA Coordinator no later than the Application Due deadline in the *Estimated Schedule of Procurement Activities* section, and must be submitted electronically as an attachment to an e-mail as follows:

- 4.2.1. Send email addressed to **Kimberly French** at HCAProcurements@hca.wa.gov;
- 4.2.2. Email will have the subject line: RFA # 2021HCA42 – Kimberly French;
- 4.2.3. Application documents must be submitted in the same order as presented in Section 4, *Application Contents*, with the same headings, adhering to page formatting and other criteria indicated in the attachments;

Failure to submit the Application by the date indicated above and/or as outlined above may result in the Applicant being found non-responsive.

Applicants should allow sufficient time to ensure timely receipt of the Application by the RFA Coordinator. Late Applications will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault. HCA does not assume responsibility for problems with Applicant's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

All Applications and any accompanying documentation become the property of HCA and will not be returned.

5. APPLICATION CONTENTS

Items marked "MANDATORY" must be included as part of the Application for the Application to be considered responsive; however, these items are not scored. Items marked "SCORED" are those that are awarded points as part of the evaluation conducted by the evaluation team.

5.1. BUDGET (MANDATORY/SCORED) 20 POINTS

The maximum fee for this work must be \$500,000 or less per fiscal year to be considered responsive to this RFA.

Budget Attachment(s) and/or Exhibit(s) must be completed in the same order as presented in this document with the same headings.

The budget narrative will be scored based on how well the Applicant answers each question. Responses will be evaluated based on clear and complete responses. If Applicant cannot complete a specific section, they must provide an explanation.

The evaluation process is designed to award this procurement not necessarily to the Applicant of least cost, but rather to the Applicant whose Application best meets the requirements of this RFA. However, Applicants are encouraged to submit Applications which are consistent with state government efforts to conserve state resources.

5.1.1. Budget Narrative (20 Points)

HCA is interested in information on an entity's projected budget for FY2022 (adjusted) and FY2023. A contract may provide for:

- Reimbursements to be made through a performance-based contract for client services.
- The HCA DBHR will require a specific budget adjusted for the remainder of FY2022. Budgets for FY2023 will be reviewed for continuation of the program.
- Specific tools, such as job descriptions, statements of work, final budget, deliverables will be developed to ensure consistent practice throughout the program.

The budget should be designed to maximize resources devoted to service while ensuring sufficient infrastructure to achieve programmatic goals in achieving/maintaining program fidelity, fiscal management, and quality control.

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Applicant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Applicants are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

The budget should be designed to maximize resources devoted to service while ensuring sufficient infrastructure to achieve programmatic goals in achieving/maintaining program fidelity, fiscal management, and quality control.

- 5.1.2 Develop a budget for SFY2022 (adjusted to start approximately February 18, 2022 and continue through June 30, 2022, and a budget for SFY2023 to reflect a full year of programming. (Sample Budget Table Below) (1 page)

Important to consider FY2022 will be less than 5 months for spend down.

Budget line item	
Salary and benefits (FTE's)	
Subcontracts	
MOUD (which ones and cost of each)	
Naloxone	
Supplies	
Indirect cost	
Other	

Allowable Expenses

- Program funds can be used for the following:
- FDA approved medications for OUD; methadone, buprenorphine and/or naltrexone
- Naloxone
- Other medications such as clonidine, anti-emetics, anti-diarrheal, analgesics, etc.
- Staff time to support administration of this program including:
 - Sub-contracts with community health worker, community providers.
 - Clinical staff to administer MOUD.
 - Correctional officer and/or other jail staff who work on the MOUD program.
 - Peer and/or recovery care coordination navigators.
 - Administrative staff for program administration, contract management, data collection and reporting.
 - Transportation costs for staff from external community providers to come to the jails for implementation of MOUD, for staff from external community providers to transport MOUD medications to the correctional facility, for staff from the correctional facility to transport MOUD medications from an external community partner back to the correctional facility and/or to transport incarcerated individuals to receive MOUD outside of the correctional facility.
 - Technology improvements that assist with the MOUD program.
 - Travel per diem, training, computers, and office supplies.

5.2. DATA AND EVALUATION REQUIREMENTS (MANDATORY/SCORED) 20 POINTS

5.2.1. Data and evaluation requirements (20 Points)

- Participation requires performance monitoring activities, including requiring timely and accurate data reporting to HCA. All contractors receiving MOUD in jail program funding must comply with contract reporting requirements in collaboration with the HCA. Further evaluation may be

conducted by HCA or a third-party who may expand on data collection from those willing to participate.

- Data elements identified below: **(Example) will review and adjust in contract agreement**
 - Name, DOB, Race, Gender, Alleged Crime, Charge, etc.
 - Average length of stay for incarcerated individuals in the MOUD program.
 - Number of participants carried over from the previous reporting period and number of new participants.
 - The number of participants who followed up with first appointment upon release.

Demonstrate in the Application the ability to coordinate data and evaluation efforts with HCA staff. HCA will work with each jail to implement a plan to collect data with minimal impact on jail staff while allowing for tracking of necessary data and evaluation of the program to demonstrate the impact of the program on incarcerated individuals and their treatment plan.

5.3. APPLICATION (MANDATORY/SCORED) 30 POINTS

Applicant Tip: Be sure to include specific descriptions and dates for how and when your chosen objective(s) will be achieved. A thorough response will demonstrate how each budget item is supporting the project and will lead to achieving the objective(s).

Please answer the following questions to assess the needs of the jail and how this program will meet those needs. (5 page limit)

- Which jail or jails are you applying for? Please list and provide collaboration letters from jail administrator.
- Describe your interest, ability, readiness, and obstacles to develop an MOUD in jails program. How will this funding support the development of the MOUD program and help to overcome barriers? (1-2 page)
- Describe the MOUD program that will be developed or expanded, and what evidence-based practices and promising practices will be integrated. Include any information on culturally relevant services.
- Describe if your program will be able to offer all 3 forms of FDA approved MOUD medications to treat opioid use disorder (buprenorphine, methadone and naltrexone containing products). If not all 3, which MOUD medications would you plan to offer? For those you will not, please share obstacles for exclusion.
- Describe the discharge coordination plan services. How will this be implemented in the jail setting?
- Describe local partners to support individuals transitioning back to the community to ensure appropriate discharge planning including partners with services providing culturally appropriate care.

5.4. REQUIRED ATTACHMENTS (MANDATORY/SCORED) 30 POINTS

- 5.4.1. Attachment 1: Letter of support by jail administrator **(Required and Scored) 15 POINTS**
- 5.4.2. Attachment 2: Contract manager's name, legal address, contract signatory and DUNS number **(Required)**
- 5.4.3. Attachment 3: Intent to collaborate documentation with which MOUD provider (both referral and in jail) **(Required and Scored) 15 POINTS**

- 5.4.4. Attachment 4: If more than one jail, collaboration documentation from all jails **(Required only if more than one jail)**

5.5. COVID-19 VACCINATION CERTIFICATION (MANDATORY)

Bidder must review and complete Exhibit A, Bidder Forms and Certifications, Section D, *COVID-19 Vaccination Certification* to respond as to whether or not the Bidder complies with Proclamation 21-14.1 – COVID-19 Vaccination Requirement. Bidder must sign and return this certification as part of its Proposal.

Note: Compliance with the Proclamation is mandatory. For more information please visit <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/505-160-VaccinationRequirementFAQs.pdf>.

5.6. EXECUTIVE ORDER 18-03 (SCORED)

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate Applications for best value and provide an Application preference in the amount of 50 points to any Applicant who certifies, pursuant to the certification attached as Attachment 4, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. Applicants that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified evaluation of this RFA, however they will receive 0 out of 5 points for this section.

6. EVALUATION AND CONTRACT AWARD

6.1. ACCEPTANCE PERIOD

Applications must provide one hundred twenty (120) calendar days for acceptance by HCA from the due date for receipt of Applications.

6.2. MOST FAVORABLE TERMS

HCA reserves the right to make an award without further discussion of the Application submitted. Therefore, the Application should be submitted initially on the most favorable terms which the Applicant can propose. HCA reserve the right to contact an Applicant for clarification of its Application.

6.3. EVALUATION PROCEDURE

6.3.1. Administrative Review

RFA Coordinator will perform an error check of all submitted applications for completeness and technical errors. If errors are found, HCA will provide a list of any incomplete questions and missing documents and prompt the applicant to fix them. Applicants will not be able to submit their application until all errors are fixed. Failure to respond by the date indicated by the RFA Coordinator and/or failure to submit the corrected documents by the date indicated may result in the applicant being found non-responsive.

If they are requesting funding for an equipment purchase/lease, was an Equipment Cost Benefit Analysis provided?

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

6.3.2. Responsiveness

Responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFA and any addenda issued. The evaluation of Applications will be accomplished by an evaluation team(s), to be designated by HCA, which will determine the ranking of the Applications. Evaluations will only be based upon information provided in the Applicant's Application.

Applications that have passed administrative review will be reviewed and scored by an evaluation team using a weighted scoring system, Section 6.4, *Evaluation Weighting and Scoring*. Applications will be evaluated strictly in accordance with the requirements set forth in this RFA and any addenda issued.

6.4. EVALUATION WEIGHTING AND SCORING

5.1	Budget Proposal	20 points
5.2	Data and Evaluation Requirements	20 points
5.3	Application	30 points
5.4	Required Attachments	30 points
5.4.1	Attach 1: Letter of support by jail administrator	15 Points (total)

5.4.3	Attach 3: Intent to collaborate documentation with which MOUD provider	15 Points (total)
5.5	Executive Order 18-03 Certification	5 points
Total		105 points

6.5. RFA NOTIFICATION TO APPLICANTS

HCA will notify the ASA(s) of their selection in writing upon completion of the evaluation process. Unsuccessful Applicants will be notified separately in writing.

6.6. DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Applicant who submitted an Application and has been notified that it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFA Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Applicant Notification is e-mailed to the Applicant. The debriefing will be held within three business days of the request, or as schedules allow.

Discussion at the debriefing conference will be limited to the following:

- 6.6.1. Evaluation and scoring of the Applicant's Application;
- 6.6.2. Critique of the Application based on the evaluation; and
- 6.6.3. Review of the Applicant's final score in comparison with other final scores without identifying the other Applicants.

Topics an Applicant could have raised as part of the complaint process (Section 2.10) cannot be discussed as part of the debriefing conference, even if the Applicant did not submit a complaint.

Comparisons between Applications, or evaluations of the other Applications will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

6.7. COMPLAINT PROCESS

- 6.7.1. Vendors may submit a complaint to HCA based on any of the following:
 - 6.7.1.1. The RFA unnecessarily restricts competition;
 - 6.7.1.2. The RFA evaluation or scoring process is unfair or unclear; or
 - 6.7.1.3. The RFA requirements are inadequate or insufficient to prepare a response.
- 6.7.2. A complaint must be submitted to HCA prior to five business days before the bid response deadline. The complaint must:
 - 6.7.2.1. Be in writing;

6.7.2.2. Be sent to the RFA Coordinator in a timely manner;

6.7.2.3. Clearly articulate the basis for the complaint; and

6.7.2.4. Include a proposed remedy.

The RFA Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFA will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. An Applicant or potential Applicant cannot raise during a bid protest any issue that the Applicant or potential Applicant raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

6.8. PROTEST PROCEDURE

A bid protest may be made only by Applicants who submitted a response to this RFA and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five business days to file a protest with the RFA Coordinator. Protests must be received by the RFA Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Applicants protesting this RFA must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this RFA.

All protests must be in writing, addressed to the RFA Coordinator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFA number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested.

6.8.1. Only protests alleging an issue of fact concerning the following subjects will be considered:

6.8.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;

6.8.1.2. Errors in computing the score; or

6.8.1.3. Non-compliance with procedures described in the RFA or HCA requirements.

Protests based on anything other than those items listed above will not be considered. Protests will be rejected as without merit to the extent they address issues such as: 1) an evaluator's professional judgment on the quality of an Application; or 2) HCA's assessment of its own needs or requirements.

Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the RFA, will consider the record and all available facts. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

If HCA determines in its sole discretion that a protest from one Applicant may affect the interests of another Applicant, then HCA may invite such Applicant to submit its views and any relevant information on the protest

to the RFA Coordinator. In such a situation, the protest materials submitted by each Applicant will be made available to all other Applicants upon request.

6.8.2. The final determination of the protest will:

6.8.2.1. Find the protest lacking in merit and uphold HCA's action; or

6.8.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or

6.8.2.3. Find merit in the protest and provide options to the HCA Director, which may include:

6.8.2.3.1. Correct the errors and re-evaluate all Applications; or

6.8.2.3.2. Issue a new solicitation document and begin a new process; or

6.8.2.3.3. Make other findings and determine other courses of action as appropriate.

If the protest is not successful, HCA will enter into a contract with the ASA(s), assuming the parties reach agreement on the contract's terms.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
SERVICE AGREEMENT #20-05
BETWEEN WALLA WALLA
COUNTY AND CHILDREN'S
HOME SOCIETY OF
WASHINGTON

RESOLUTION NO. **22**

WHEREAS, RCW Chapter 30.34 authorizes local governmental units to enter into agreements; and

WHEREAS, the Walla Walla County Juvenile Justice Center wishes to enter into an agreement with Children's Home Society of Washington to provide behavioral health treatment services for at-risk youth; and

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

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said agreement, and authorize County Director of Corrections, Norrie Gregoire, to sign the same.

Passed this 10th day of January, 2022 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

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

Service Agreement #22-05
between
WALLA WALLA COUNTY
and

CHILDREN'S HOME SOCIETY OF WASHINGTON

The Agreement is entered into by and between Walla Walla County hereinafter "County," and Children's Home Society of Washington, hereinafter "Contractor," for services relative to Behavioral Health Services as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

Exhibit A – Statement of Work
Exhibit B – Budget
Exhibit C – Contractor Certification Form

Performance Period: The terms of this Agreement shall commence on January 1, 2022 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on December 31, 2022.

Compensation: Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit B – Budget. The amount of payment for the performance period of this Agreement shall not exceed \$84,050.

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

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

COUNTY:

CONTRACTOR:

Norris Gregoire
Director of Corrections
Walla Walla County

Date

P.O. Box 1754
Walla Walla, WA 99362
Phone: (509) 524-2822 Fax: (509) 524-2836

Telephone Number / Email Address:

Authorized By
Date

David Newell, President/CEO

Print Name & Title of Person Signing

(509) 529-2130/meagana@chs-wa.org

Mailing Address (Street address required in addition to PO Box.):

Seattle, WA 98115

Social Security or Business Tax ID#: 91-0575955

CFDA# (if applicable): _____

UBI#: 600 112 054

State Industrial Account ID # (if applicable): _____

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. “Agreement” means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. “CFR” means Code of Federal Regulations. All references in this Agreement and any Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - 1.3. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor’s staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit B – Budget. No payment shall be made for any service that is not identified within this Agreement.
 - 3.1. Contractor shall submit claims for reimbursement by the tenth (10th) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within forty-five (45) working days following receipt of Contractor’s approved claim for reimbursement, contingent on the availability of funds.
 - 3.2. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.3. County shall compensate Contractor no more often than monthly for Contractor’s service. No payment shall be made in the month services are rendered unless otherwise approved by County.
4. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by

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

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

property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

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

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall

be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

- 16.2. Auto Liability Insurance: In the event that services delivered pursuant to this agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- 16.3. Worker's Compensation Insurance: If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.
17. **Licensure**. Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.
18. **Non-Discrimination**. Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
 - 18.1. In Employment. Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.
 - 18.2. In Services. Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.

19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.
20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- 19.1 Applicable federal and State of Washington statutes and regulations;
 - 19.2 General Terms and Conditions contained in this Agreement;
 - 19.3 Special Terms and Conditions contained in this Agreement;
 - 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
 - 19.5 Any other material incorporated herein by reference.
21. **Ownership of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.
22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; RCW 42.56, Public Records Act; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
- 22.1. **Financial Records.** Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.
 - 22.2. **Clinical/Consumer Service Records.** The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.
23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by

service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington

24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
25. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
26. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
 - 26.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
 - 26.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
 - 26.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
 - Failed to meet or maintain any requirement for contracting with County;
 - Failed to perform under any provision of this Agreement;
 - Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
 - Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
 - Otherwise breached any provision or condition of this Agreement.
 - 26.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance

within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

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

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

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

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

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

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

27.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Agreement.

28. No Third-Party Beneficiary. The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third-party beneficiary to the agreement.

29. Waiver. Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict

performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

Exhibit A
STATEMENT OF WORK

Agency Name: Children's Home Society

Agreement Number: 22-05

Contract Period: 01/01/2022-12/31/2022

1. Program

- 1.1. Agency will provide behavioral health treatment services for at-risk youth and their families and care givers referred by the Walla Walla County Department of Court Services.
- 1.2. The Clinical Specialist will provide mental health assessments, individual, group, and family counseling for youth detained at JJC using the Trauma Focused Cognitive Behavioral Therapy Model. The Clinical Specialist will offer up to six (6) months of follow up once youth is released from JJC.
- 1.3. Youth in treatment should show improved clinical and functional status and improved peer relationships measured by one of the following: Child and Adolescent Trauma Screen (CATS) and Screen for the Child Anxiety Related Disorders (SCARED) Moods and Feelings Questionnaire (MFQ).
- 1.4. The overall target outcome for youth served in JJC will be defined as: One year following discharge from treatment, youth have not been referred for subsequent juvenile offenses.

2. Evaluation

- 2.1. Agency will provide a Monthly Service Report (Exhibit F) to County Health Advisory Board by the 10th working day of the month following the provision of services.
- 2.2. Agency will comply with monitoring and reporting requirements, which may include, at minimum, on-site visits, monthly budget and progress reports, file and data review.

3. Performance Outcome

- 3.1. Agency will demonstrate the capacity for full implementation of services in a timely manner.
- 3.2. Evaluation of contract and financial performance will be conducted in July 2022.
 - 3.2.1. Expenditures through June 31, 2022 will be reviewed by the County
 - 3.2.2. If expenditures have been less than forty percent (40%) of the contract allocation
 - 3.2.2.1. The Community Health Advisory Board will review under expenditure and determine reallocation of funds
 - 3.2.2.2. Contract amendments will be issued to reduce funding for the second year of the service agreement at the recommendation of the Community Health Advisory Board

**Exhibit B
BUDGET**

Agency Name:	Children's Home Society		
Agreement Number:	22-05	Contract Period:	01/01/2022-12/31/2022

Line Item/Description	2022 Award
Salary and Benefits	\$ 72,147.70
Administrative Costs	\$ 11,902.30
TOTAL:	\$ 84,050.00

Funded By: 0.1% Treatment Tax Funds

Allowable Expenditures:

- Salary and Benefits: Mental Health Counselor providing direct behavioral health therapy or services at Juvenile Justice Center.
- Administrative Costs: Established administrative rate of 16.5% of the Mental Health Counselor direct services.

From: [Jesse Nolte](#)
To: [Kayla C. Zimmer](#); [Shelly Peters](#)
Subject: RE: CHS 2022
Date: Tuesday, January 4, 2022 15:52:44

That looks fine, thanks

Jesse Nolte
Chief Civil Deputy Prosecuting Attorney
Walla Walla County Prosecuting Attorney's Office
509-524-5445

From: Kayla C. Zimmer <kczimmer@co.walla-walla.wa.us>
Sent: Wednesday, December 22, 2021 5:17 PM
To: Jesse Nolte <jnolte@co.walla-walla.wa.us>; Shelly Peters <speters@co.walla-walla.wa.us>
Subject: CHS 2022

Please see the attached Children's Home Society Agreement for 2022 for your review.

Thank you!

From: Kayla C. Zimmer
Sent: Wednesday, November 24, 2021 3:27 PM
To: Norrie Gregoire <NGregoire@co.walla-walla.wa.us>
Subject: CHS 2022 Draft

Please see attachments with updated dates. I will send it on to Jesse and Shelly once you approve.

Thanks,

Kayla C. Zimmer
Administrative Supervisor
Court Services/Juvenile Justice Center

Email: kczimmer@co.walla-walla.wa.us

Walla Walla County
Court Services/Juvenile Justice Center
455 W Rose St.
Walla Walla, WA 99362
Ext (509) 524 - 2813
Cell: (509) 386 -4444
Main Line: (509) 524-2800
[Website](#)



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

Norrie Gregoire, Director
Matt Stroe, Jail Commander
Keri Weber, Executive Assistant

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
Vacant, Detention Manager
Kayla Zimmer, Administrative Services Supervisor

To: BOCC
From: Norrie Gregoire, Director of Corrections/Juvenile Court Administrator
Date Written: 1/6/2022

Director's Report for January 6th, 2022

Board Consent/Action Agenda Item(s):

- ✓ Consent Items: None.
- ✓ Action Items: Approval of Proposal to Seek MOUD in Jails Program grant (HCA)

Corrections/Court Services Department Updates:

- ✓ Service Providers, Programs, Grants & Essential Services
 - Blue Mt. Heart to Heart and The Health Center are collaborating to provide medical services at the Juvenile Detention Center. The transition from Providence to BMH2H has been seamless and we are very pleased with the services provided for the kids in the facility.
 - Juvenile Justice has been very busy with several kids in custody facing potential commitments to Juvenile Rehabilitation facilities and another facing adult jurisdiction charges and a potential adult sentence.
- ✓ Facilities, Equipment and Technology
 - Nothing to report.
- ✓ Personnel/Training/Recruitment
 - One CO applicant scheduled for polygraph at end of December washed out; we continue to run applicants through PAT and interviews and currently have one CO applicant in background and two additional scheduled for interviews 1/11.
 - TJ James has accepted the Juvenile Detention Manager position and is busy recruiting JDO applicants and filling in shifts.
 - Both Corrections and Court Services continue to have multiple staff out on isolation or quarantine. I have mandated minimum masking requirements to include 3-ply surgical mask rather than cloth only. At this writing, we anticipate forthcoming new guidance from CDC regarding congregate settings. Changes made by CDC 12/28 have been contravened by State DOH with the State recommending congregate settings stick with previous 10-day guideline rather than five days.

11:00 FACILITIES MAINTENANCE

Robert Henry

- a) Department update and miscellaneous

Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update January 10th 2022

Maintenance:

-Work is continuing to make space for the future server room inside the 1st floor vault in the courthouse.

Custodial

-Custodial cleaning with a focus on disinfecting has continued throughout the county.

Grounds

-Facilities Focus for the last 2 weeks has been snow removal and de-icing

Facilities:

-Abatement is complete inside the old jail. One item remains on the roof to be taken care of in 2022

-Painting of the Sheriff's office Lobby is continuing

**11:15 DEPARTMENT OF COMMUNITY HEALTH/
BOARD OF HEALTH**

**Dr. Kaminsky
Nancy Wenzel**

a) Action Agenda Items:

- 1) Resolution – Approving out of state travel for Department of Community Health Employees (Timm and Fuller)
- 2) Discussion/possible action on applications received re 2022 One Tenth of One Percent Mental Health Funds

b) COVID-19 update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
OUT OF STATE TRAVEL FOR
DEPARTMENT OF COMMUNITY
HEALTH EMPLOYEES (TIMM AND
FULLER)



RESOLUTION NO. **22**

WHEREAS, the Walla Walla County Department of Community Health Administrative Director, Nancy Wenzel, has requested approval for out of state travel for Krista Timm and Courtney Fuller to attend the Community Anti-Drug Coalitions of America Institute Training in Maryland January 31 through February 4, 2022; and

WHEREAS, said training will benefit the citizens of Walla Walla County and Greater Columbia Accountable Community of Health Region in that it will provide needed policy, system and environmental training and strategizing related to behavioral health prevention; and

WHEREAS, all expenses for this training will be covered by budgeted funds from the Department of Health Consolidated Contract which resides in the county fund 11200; and

WHEREAS, pursuant to County policy, an employee Travel Authorization form has been submitted for review and consideration; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve out of state travel as outlined above and sign the same.

Passed this 10th day of January, 2022 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

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

Attachment 1

Walla Walla County Health Department Travel/Training Authorization

To be completed by Employee

Date of Travel: Jan 30th- Feb 4th 2022		TA#	
Funding Source: CP CPWI & YMPEP			
Employee Attending: Krista Timm		Estimate of Cost (Includes all costs even prepaid)	
Meeting/Training: CADCA National Leadership Forum		Transportation	
Start time/date: 1/31 at noon		<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle \$ 500.00	
End time/date: 2/3 at 4PM		<input type="checkbox"/> Private Vehicle _____ miles @ \$ 0.00 \$ 0.00	
Location: City: National Harbor State: MD		<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus \$ 100.00	
Title of Meeting/Training: (Attach agenda/training brochure) CADCA Leadership Forum		Lodging	
Departure Date: 1/30 Time:		night(s) 5.00 @ \$ 188.00 \$ 940.00	
Return Date: 2/4 Time:		Meals	
		Breakfast(s) 5 @ \$ 18.00 \$ 90.00	
		Lunch(s) 6.00 @ \$ 20.00 \$ 120.00	
		Dinner(s) 5.00 @ \$ 36.00 \$ 180.00	
Place of Lodging: Gaylord National Resort & Convention Center		Registration/Tuition : 1.00 @ \$ 1,005.00 \$ 1,005.00	
Cancel Date:		Cancel Date: Last date to cancel 1/18 \$	
Phone Number: Krista's- 509.540-0635		Total Expenses \$ 2,935.00	

Credit Card Use: ☐ Yes ☐ No Date Needed: _____

Credit Card Use Policy: I certify that when issued an agency credit card it will be used for purchases authorized by this travel authorization only. I will return the credit card immediately upon return, and a signed travel expense voucher and all required original receipts within five (5) days of my return. I further agree that if the credit card receipts show any amount in excess of this authorization, I will attach a check or money order for the amount owed or the amount shall be deducted by the County from my next paycheck. I have read and understand County Policies 40.05.0 and 40.06.0 and agree to the terms and conditions therein.

Krista Timm 1/3/2022

Signature of Employee & Date

Out of state travel: ☒ Yes ☐ No (Attach Resolution for Out of State Travel)

Approved by Supervisor: _____ Date: _____

Approved by Director: _____ Date: _____

Walla Walla County Policy 40.05.0 – Business Expenses & Travel Compensation
Walla Walla County Policy 40.06.0 – Training Reimbursement

Attachment 1

Walla Walla County Health Department Policy Number 1.3.1.2

Page 1 of 1

Attachment 1

Walla Walla County Health Department Travel/Training Authorization

To be completed by Employee

Date of Travel: Jan 30th- Feb 4th 2022		TA#	
Funding Source: CP CPWI			
Employee Attending: Coalition Coordinator	Estimate of Cost (Includes all costs even prepaid)		
Meeting/Training: CADCA National Leadership Forum	Transportation		
Start time/date: 1/31 at noon	<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle		\$ 500.00
End time/date: 2/3 at 4PM	<input type="checkbox"/> Private Vehicle _____ miles @ \$ 0.00		\$ 0.00
Location: City: National Harbor State: MD	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus		\$ 100.00
Title of Meeting/Training: (Attach agenda/training brochure) CADCA Leadership Forum	Lodging		
Departure Date: 1/30 Time:	night(s) 5.00 @ \$		188.00 \$ 940.00
Return Date: 2/4 Time:	Meals		
	Breakfast(s) 5 @ \$		18.00 \$ 90.00
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Place of Lodging: Gaylord National Resort & Convention Center	Registration/Tuition: 1.00 @ \$		1,005.00 \$ 1,005.00
Cancel Date:	Cancel Date: Last date to cancel 1/18		\$
Phone Number: Krista's- 509.540-0635	Total Expenses		\$ 2,935.00

Credit Card Use: ☐ Yes ☐ No Date Needed: _ _

Credit Card Use Policy: I certify that when issued an agency credit card it will be used for purchases authorized by this travel authorization only. I will return the credit card immediately upon return, and a signed travel expense voucher and all required original receipts within five (5) days of my return. I further agree that if the credit card receipts show any amount in excess of this authorization, I will attach a check or money order for the amount owed or the amount shall be deducted by the County from my next paycheck. I have read and understand County Policies 40.05.0 and 40.06.0 and agree to the terms and conditions therein.

Krista Timm 1/3/2022

Signature of Employee & Date

Out of state travel: ☒ Yes ☐ No (Attach Resolution for Out of State Travel)

Approved by Supervisor: _____ Date: _____

Approved by Director: _____ Date: _____

Walla Walla County Policy 40.05.0 – Business Expenses & Travel Compensation
Walla Walla County Policy 40.06.0 – Training Reimbursement

Attachment 1

Walla Walla County Health Department Policy Number 1.3.1.2

Page 1 of 1



CADCA offers a variety of training opportunities, from conference-style training events to its signature National Coalition Academy to statewide and coalition-level trainings to online courses and webinars. CADCA has a training experience to fit every position and experience level of your coalition. Read a short description of our most popular training opportunities below.

CADCA's National Leadership Forum is a four-day conference packed with multiple adult and youth-oriented opportunities to learn the latest strategies to fight substance misuse and hear from nationally-known experts and policymakers with a full day dedicated to Capitol Hill events. The Forum is held in the Washington, DC area every year, normally the first week of February and brings together more than 3,000 participants representing community anti-drug coalitions, government leaders, youth, addiction treatment professionals, researchers, educators, law enforcement professionals, youth and faith-based leaders.

January 31-February 3, 2022

Gaylord National (National Harbor, MD)

Future Forum Dates: January 30-February 2, 2023 and January 29-February 1, 2024
(Location: Gaylord National)



Every Day
7CADCA Trains:
 PREVENTION TODAY FOR
 A SAFER TOMORROW

32ND ANNUAL NATIONAL LEADERSHIP

FORUM

January 31 – February 3, 2022

Gaylord National / National Harbor, MD

Sunday January 30	Monday January 31	Tuesday February 1	Wednesday February 2	Thursday February 3	Friday February 4
3-7 pm Registration Opens	FORUM KICKOFF DAY	7 am-5:30 pm Registration Hours	7:30 am-4 pm Registration Hours	7:30 am-12:30 pm Registration Hours	8 am-4 pm ONDCP DFC Applicant Workshop
	7 am-5:30 pm Registration Hours	7:30-8:15 am Networking Breakfast & Coalitions Ideas Fair	7:30-8:15 am Networking Breakfast & Coalitions Ideas Fair	7:30-8:45 am Membership Breakfast (Open to All)	
	12-1:15 pm Adult Training	7:30 am-4 pm Exhibit Hours	7:30 am-3 pm Exhibit Hours	9-10:15 am Adult and Youth Training Sessions	
	1:30-2:45 pm Adult Training	8:30-11 am National Leadership Plenary	8:30-10:30 am Capitol Hill Day Plenary & Legislative Update	10:15-10:45 am Networking Break	
	3-4:30 pm Forum's Opening Session - Coalition Academy Graduation & Blue Ribbon Coalition Awards	11-11:30 am Networking Break	10:45-Noon Adult and Youth Training Sessions	10:45-Noon Adult and Youth Training Sessions	
	4:30-5 pm Cultural Exhibition	11:30 am-12:45 pm Adult and Youth Training Sessions	Noon-5 pm Capitol Hill Day Appointments	12:20-2:30 pm National Leadership Awards Plenary	
	5-6:30 pm Opening Reception	12:45-2:15 pm Lunch (On Your Own)	8-9:30 pm Youth Talent Show (Open to All Youth)	2:45-4 pm Adult and Youth Training Sessions	
	8-9:30 pm Youth Meet & Greet (Open to All Youth)	2:15-3:30 pm Adult and Youth Training Sessions		4 pm Forum Concludes	
		3:30-4 pm Networking Break			
		4-5:15 pm Adult and Youth Training Sessions			
		5:30-7 pm State & Territory Meetings			

11:30 COUNTY COMMISSIONERS

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

12:00 RECESS

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Revised Job Description Approval Form – Foreclosure Technician for the Treasurer's Office
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)) and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

1:45 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))

2:00 COUNTY COMMISSIONERS

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

- A D J O U R N -

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

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