

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, NOVEMBER 28, 2022**

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**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](mailto:wwcocommissioners@co.walla-walla.wa.us).**

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

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

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

**1:15 P.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) Silence cell phones
- c) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- h) **Public Hearing:**
  - 1) To consider amendments to the 2022 Walla Walla County Budget
  - 2) To consider adoption of the 2023 Walla Walla County property tax levies:
    - Current Expense
    - County Road
    - Emergency Medical Services
    - Veterans' assistance and mental health and developmental disabilities services
- i) **Action Agenda Items:**
  - 1) Resolution – Amendments to the 2022 Walla Walla County Budget
  - 2) Resolution – 2023 General (Current Expense) tax levy for Walla Walla County
  - 3) Resolution – 2023 Road Tax Levy for Walla Walla County
  - 4) Resolution – 2023 Emergency Medical Services District tax levy for Walla Walla County
  - 5) Resolution – 2023 General tax levies for veterans' assistance and mental health and developmental disabilities services
  - 6) Resolution – Setting the assessment for the 2023 County Noxious Weed Control Program

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

IN THE MATTER OF  
AMENDMENTS TO THE 2022  
WALLA WALLA COUNTY  
BUDGET

RESOLUTION NO. **22**

**WHEREAS**, subsequent to the establishment of the budgets and adoption of the 2022 Walla Walla County Budget and budget amendments, further requests have been made for final amendments to the budget; and

**WHEREAS**, a properly advertised public hearing was held on November 28, 2022 to consider said amendments as advertised as well as other amendments as necessary for accounting purposes, and hear testimony related thereto; now therefore

**BE IT HEREBY RESOLVED** by this Board of County Commissioners that the 2022 Walla Walla County Budget be amended as outlined on the attached Memo "2022 Budget Amendment #3", dated 11/10/2022 and revised 11/28/2022, from Karen Martin, County Auditor, which is by this reference made a part hereof.

*Passed this 31<sup>st</sup> day of October, 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 2

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

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

# MEMO

TO: BOCC  
 FROM: KAREN  
 DATE: 11/10/22  
 SUBJECT: 2022 Budget Amendment # 3

		AMENDMENT AMOUNT		NEW BUDGET	
FUND	BARS #	DESCRIPTION	REVENUE	EXPENDITURES	AMOUNT
11500 County Road					
	333.20.28.1705	HSIP - Middle Waitsburg Rd	\$1,436,983		\$1,436,983
11502	595.30.40.0000	Roadway - Services		\$1,600,000	\$7,400,000
11598	508.30.00.0000	Ending Fund Balance		(\$163,017)	\$8,349,676
		Total County Road	\$1,436,983	\$1,436,983	
50300 - Risk Mgmt					
	519.66.46.0000	Insurance Premium Expense		\$325,000	\$991,177
	519.66.46.0002	Special Event Premium		\$5,000	\$10,000
50398	508.89.00.0000	Ending Fund Balance		(\$330,000)	\$77,596
		Total Risk Mgmt	\$0	\$0	

## **COUNTY COMMISSIONERS (Continued)**

### **j) Consent Agenda Items:**

- 1) Resolution – Minutes of County Commissioners' proceedings for November 21 and 22, 2022
- 2) Resolution – Approval of an Agreement with Washington State Military Department for Homeland Security Funding (E23-111)
- 3) Payroll action and other forms requiring Board approval

### **k) Action Agenda Items:**

- 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_; \_\_\_\_\_ through \_\_\_\_\_ totaling \_\_\_\_\_ (travel)
- 2) Resolution – Approving out of state travel for County Commissioner Todd L. Kimball and Public Works Employee (Garcia)
- 3) Proposal 2022 11-28 COMM Approval of 2023 County Holidays

### **l) Miscellaneous business to come before the Board**

### **m) Review reports and correspondence; hear committee and meeting reports**

### **n) Review of constituent concerns/possible updates re: past concerns**

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

IN THE MATTER OF APPROVAL OF  
AN AGREEMENT WITH  
WASHINGTON STATE MILITARY  
DEPARTMENT FOR HOMELAND  
SECURITY FUNDING (E23-111)

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RESOLUTION NO. **22**

**WHEREAS**, the U.S. Department of Homeland Security and the Washington State Military Department Emergency Management Division have offered to provide funding to Walla Walla County Emergency Management Department in the amount of \$36,847; and

**WHEREAS**, the funding is pass-through dollars FFY22 for the county's emergency management program; and

**WHEREAS**, the reimbursement agreement is authorized to be used for salaries and goods and services; and

**WHEREAS**, Liz Jessee, Walla Walla County Emergency Management Director, is authorized to sign agreements with said entities, and Liz Jessee and Patrick Purcell are authorized to request reimbursements from these entities, on behalf of Walla Walla County; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that said agreement and reimbursement authority be approved.

*Passed this 28<sup>th</sup> day of November, 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*



# Walla Walla County

## Emergency Management Department

27 N. 2<sup>nd</sup> Avenue  
Walla Walla, Washington 99362  
Phone: (509) 524-2900 • Fax: (509) 524-2910  
[www.wwemd.info](http://www.wwemd.info)

**LIZ JESSEE**

Director

**PATRICK PURCELL**

Coordinator

## Memo

**To:** Board of Walla Walla County Commissioners  
**From:** Liz Jessee  
**Date:** November 18, 2022  
**Re:** Emergency Management Performance Grant Funding

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I am requesting your authorization to sign a contract with Washington State Military Department Emergency Management Division to receive Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG) funds totaling \$36,847.

These funds come from the U.S. Department of Homeland Security through the State Emergency Management Division for the County to support and enhance the local emergency management program as described in the grant contract work plan. Funds are used for Rent for Space and Salaries & Benefits.

This is a reimbursement grant which we receive annually.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management

Walla Walla County  
GRANT QUESTIONNAIRE

Date: 11/11/2022

Office/Department: Emergency Management

Contact Person: Liz Jessee

- 1) Name of Grant/Program Emergency Management Performance Grant (EMPG)
- 2) New Grant ☐                      Renewing Grant ☒                      Term (# of years) 1 yr, 4 mos
- 3) Is the grant unchanged, and does not require Current Expense funding?  
*(If Y, please skip to number 24)*                      Y X N
- 4) How will this grant benefit the county's citizens?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 5) Is this a program grant or an equipment grant?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?  
\_\_\_\_\_
- 7) If this is a new grant how will the grant support a current program OR how will the program change?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 8) Does this grant require up front funds?                      Y        N         
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- 9) How many employees (new or current) will be paid by the grant? N        C         
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? \_\_\_\_\_

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

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

12) What fund would support a cash match (if required)?\_\_\_\_\_

13) If required what is the TOTAL cost of the match over the life of the grant? \_\_\_\_\_

14) What fund would support the administration of the grant? \_\_\_\_\_

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

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?

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

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

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

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

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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.?)

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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\_\_\_\_\_ If so, what is the funding source for consultant fees?

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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.

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

**See attached E22-111 WWEM EMPG Consent Memo.**

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Official signature of requesting office/department:

/s/ Liz Jessee  
Elected Official/Department Head

November 18, 2022  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

Approved by: \_\_\_\_\_  
Chair, Board of County Commissioners Date \_\_\_\_\_

Copies to: 1) Requesting Office/Department  
2) Susan Dombrosky, Auditor's office  
3) Commissioners' File

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION Walla Walla County Emergency Management	DATE SUBMITTED 11/28/2022
PROJECT DESCRIPTION Washington State Military Department and the U.S. Department of Homeland Security (DSH)	CONTRACT NUMBER E23-111

## 1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Todd L. Kimball	Chair, Walla Walla County Board of Commissioners
	Gregory A. Tompkins	Walla Walla County Board of Commissioners
	Jennifer R. Mayberry	Walla Walla County Board of Commissioners

## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Liz Jessee	Director

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Liz Jessee	Director
	Patrick Purcell	Coordinator

**Washington State Military Department  
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Walla Walla, County of Walla Walla Emergency Management (WWEM) 27 N 2nd Ave Walla Walla, WA 99362-1801</b>		2. Grant Agreement Amount: <b>\$36,847</b>		3. Grant Agreement Number: <b>E23-111</b>	
4. Subrecipient Contact, phone/email: <b>Liz Jessee, 509-524-2900 ljesssee@co.walla-walla.wa.us</b>		5. Grant Agreement Start Date: <b>June 1, 2022</b>		6. Grant Agreement End Date: <b>September 30, 2023</b>	
7. Department Contact, phone/email: <b>Michael Alston, 253-512-7083 michael.alston@mil.wa.gov</b>		8. Unique Entity Identifier (UEI): <b>YVK1PH2ZKGL3</b>		9. UBI # (state revenue): <b>363-006-535</b>	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Award ID # (FAIN): <b>EMS-2022-EP-00006-S01</b>		12. Federal Award Date: <b>08/23/2022</b>		13. Assistance Listings # & Title: <b>97.042 (22EMPG)</b>	
14. Total Federal Amount: <b>\$8,625,483</b>		15. Program Index # & OBJ/SUB-OBJ: <b>723PT NZ</b>			16. EIN: <b>91-6001381</b>
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>16</b> (BY CONGRESSIONAL DISTRICT): <b>5</b>		18. Service Area by County(ies): <b>Walla Walla</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b> <b>The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>1. Applicable Federal and State Statutes and Regulations</b>  <b>2. DHS/FEMA Award and program documents</b>  <b>3. Work Plan, Timeline, and Budget</b> </div> <div style="width: 45%;"> <b>4. Special Terms and Conditions</b>  <b>5. General Terms and Conditions, and,</b>  <b>6. Other provisions of the Agreement incorporated by reference</b> </div> </div>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Signature _____ Date _____ Liz Jessee, Director Walla Walla Emergency Management		
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol August 1, 2022 Assistant Attorney General			APPROVED AS TO FORM (if applicable): Signature _____ Date _____		

**SPECIAL TERMS AND CONDITIONS****ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	<b>Liz Jessee</b>	Name	<b>Michael Alston</b>
Title	<b>Director</b>	Title	<b>Program Coordinator</b>
Email	<b>ljesssee@co.walla-walla.wa.us</b>	Email	<b>michael.alston@mil.wa.gov</b>
Phone	<b>509-524-2900</b>	Phone	<b>253-512-7083</b>
Name	<b>Patrick Purcell</b>	Name	<b>Courtney Bemus</b>
Title	<b>Coordinator</b>	Title	<b>Program Assistant</b>
Email	<b>ppurcell@co.walla-walla.wa.us</b>	Email	<b>courtney.bemus@mil.wa.gov</b>
Phone	<b>509-524-2900</b>	Phone	<b>253-512-7145</b>
Name		Name	<b>Sierra Wardell</b>
Title		Title	<b>Financial Operations Section Manager</b>
Email		Email	<b>sierra.wardell@mil.wa.gov</b>
Phone		Phone	<b>253-512-7121</b>

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of*

*Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.*

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

## **2. BUDGET, REIMBURSEMENT, AND TIMELINE**

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
  - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
    - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
    - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
  - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled

reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
  - A. Description of the property
  - B. Manufacturer's serial number, or other identification number
  - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
  - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
  - E. Who holds the title
  - F. Acquisition date
  - G. Cost of the property and the percentage of federal participation in the cost
  - H. Location, use, and condition of the property at the date the information was reported
  - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
  - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the

project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
  - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or



- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for

projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

**6. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

**7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - viii. Review of financial and performance reports
  - ix. Monitoring and documenting the completion of Agreement deliverables
  - x. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
  - xi. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - xii. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
  - xiii. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order

13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

**9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

**B. EMPG PROGRAM SPECIFIC REQUIREMENTS**

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, [https://www.fema.gov/sites/default/files/2020-04/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18.pdf](https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf), the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
  - i. NIMS training requirements outlined in the NIMS Training Program located at <https://www.fema.gov/emergency-managers/nims/implementation-training> (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
  - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.The Subrecipient will report training course completion by individual personnel along with the final report.
- h. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

**C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.



**A.5 ASSURANCES**

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

**A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

**A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

**A.9 CONFLICT OF INTEREST**

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

**A.10 CONTRACTING & PROCUREMENT**

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, *"Equal Employment Opportunity"* (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *"Amending Executive Order 11246 Relating to Equal Employment Opportunity,"* and implementing regulations at 41 CFR part 60, *"Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, *"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, *"Contractors and*

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part



247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018).

- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

**A.13 LEGAL RELATIONS**

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

**A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

**A.15 LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

**A.16 NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

**A.17 NONDISCRIMINATION**

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

**A.18 NOTICES**

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

**A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)**

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

**A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

**A.21 POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**A.23 PUBLICITY**

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

**A.24 RECAPTURE PROVISION**

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

**A.25 RECORDS**

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

**A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

**A.27 SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

**A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

**OR**

**Contracts.Office@mil.wa.gov**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.29 SUBRECIPIENT NOT EMPLOYEE**

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

**A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING**

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

**A.33 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

**A.34 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

**A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

**A.36 VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.



**22EMPG Award Letter  
EMS-2022-EP-00006-S01****Award Letter**

U.S. Department of Homeland Security  
Washington, D.C. 20472



Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM



U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Emergency Management Performance Grants**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMS-2022-EP-00006-S01

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#### **Article I - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article III - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article IV - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article V - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VI - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article VII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article VIII - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article IX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article X - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XIII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XIV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XVI - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XVII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XVIII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XIX - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### **Article XX - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXI - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXIV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXV - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social



services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXVII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXVIII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXIX - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXX - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXIII - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

#### **Article XXXV - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXVI - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XXXVIII - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XXXIX - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XL - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLI - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLIV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XLV - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLVI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XLVII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### **BUDGET COST CATEGORIES**

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

# **Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T
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6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
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9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD  From: 10/01/2021 To: 09/30/2024 Budget Period 10/01/2021 09/30/2024
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## 1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
Sierra Wardell, Preparedness Grants Section Section Supervisor

DATE  
Fri Aug 26 21:02:34 GMT  
2022

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE  
Tue Aug 23 16:59:20 GMT  
2022

PATRICK GERARD MARCHAM,



## WORK PLAN

## FY 2022 Emergency Management Performance Grant

**Emergency Management Organization:** Walla Walla Emergency Management (WWEM)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area-Sustainment		
Rent for Space		

Priority Area #1	4.2 Hazard Mitigation	
Primary Core Capability	Planning	
Secondary Core Capability	Community Resilience	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Implementation of HMGP funded fuels reduction project. Emergency Management will partner with Walla Walla Fire District (WWFD) 4 who will complete a survey of properties in the Mill Creek Wildland Urban Interface (WUI) to identify which properties would benefit most, from a wildfire risk perspective, from fuels reduction work. The contract for the Fuels Reduction project has been executed. Walla Walla county is now working with the Fire District to commence the fuels reduction landscape work to make these properties less vulnerable to fire hazards.	<p>To continue to use the program and maximize the use of staff time to meet with property owners and educate them on the value of defensible space. The properties identified in the surveys are at risk to fire and will continue to be so until the fuel reduction activities are completed.</p> <p>"Desired Condition: Structures and property that are more resilient to wildfire." CWPP, page 84 - 85.</p>	Walla EM will continue to partner with WWFD to ensure the identified properties have the opportunity to undergo fuel reduction landscaping making them less susceptible to fire ignition, thereby protecting communities and properties from the devastating impacts caused by wildfires.



Continue participation in FireWise meetings to gain public understanding of the wildfire hazard. Inform citizens of Walla Walla County Emergency Management's partnership with WWFD 4 to provide defensible space work in the Wildland Urban Interface (WUI) using HMGP project funding (contingent on delivery of FEMA HMGP contract). As available, identify other funding opportunities to reduce the risk of wildfire in the WUI. Work with local media and use social media to provide information about funding opportunities. Post information on social media about creating defensible space.	"Public Wildfire Awareness: As the potential fire risk in the wildland-urban interface continues to increase, it is clear that fire service organizations cannot be solely responsible for protection of lives, structures, infrastructure, ecosystems, and all of the intrinsic values that go along with living in rural areas. Public awareness of the wildland fire risks as well as homeowner accountability for the risk on their own property is paramount to the protection of all the resources in the wildland-urban interface and the Mill Creek Watershed." <i>CWPP, page 38.</i>	Additional residents will be aware of the FEMA HMGP funding opportunity and Defensible Space through newspaper articles, television coverage, and social media posts. Though difficult to track, it is hoped that even those not taking advantage of HMGP or other funding opportunities take the information implement FireWise measures at their properties.  "Desired Condition: Citizens that are aware and proactive in mitigation activities that help reduce the vulnerability of structures to wildfires." <i>CWPP, page 93.</i>
Review of the County-Wide Community Wildfire Protection Plan (CWPP).	"As part of the policy of Walla Walla County in relation to this planning document, this entire [CWPP] should be reviewed annually from the date of adoption. It is recommended that a special meeting of a joint planning committee open to the public and involving all jurisdictions should be established to review, update and confirm action items, priorities, budgets, and modifications. Walla Walla County Emergency Management (or an official designee of the joint committee) is responsible for the scheduling, publicizing, and leadership of the annual review meeting." <i>CWPP, page 78.</i>	Completed Addendums to CWPP indicating completed, ongoing and new projects identified during annual review, resulting in identified mitigation projects which may be eligible for funding opportunities.  A CWPP that, while completed in 2017, remains current from year-to-year. This will keep the plan relevant for the purposes of mitigation planning efforts.

Priority Area #2		4.4 Operational Planning and Procedures
Primary Core Capability		Planning
Secondary Core Capability		Operational Coordination
Build or Sustain		Sustaining/Maintaining
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Review Walla Walla County Comprehensive Emergency Management Plan (CEMP). Incorporate exercise, drill, real-life events after-action review items as necessary. Add information addressing LEPC communications. Incorporate updated information about Emergency Notification System if capabilities or vendors change.	An up-to-date CEMP as required for compliance with WAC 118.30. Walla Walla County needs to address communicating with the Spanish-speaking only population to meet LEP requirements.	An updated plan will improve the response to disaster by incorporating updated processes and best practices identified since the plan was submitted in 2017.



<b>Priority Area #3</b>	<b>4.7 Communications and Warning</b>	
<b>Primary Core Capability</b>	<b>Public Information and Warning</b>	
<b>Secondary Core Capability</b>	<b>Operational Communications</b>	
<b>Build or Sustain</b>	<b>Sustaining/Maintaining</b>	
<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
Complete annual evaluation of current Emergency Notification System (ENS), Everbridge, for reliability and cost effectiveness; either continue contract with Everbridge or identify a new vendor. Review and test IPAWS capability as needed.	Walla Walla County's contract with Everbridge expires annually at year-end. Having an ENS maintains one of the multiple of pathways for communication with the citizens of Walla Walla County. The ENS system comes with a 911 landline database, but not all residents are included in the database. Citizens can 'opt-in' and add their information but not all of them take the time to do so. IPAWS ensures that a greater number of citizens can be reached during an emergency and increases the number of pathways for communication with the citizens of Walla Walla County.	Emergency Notification System remains online and operational. This ENS will allow the public to "opt-in", as well as call the 911 land line database, via multiple pathways and FEMA IPAWS. The objective is mass notification capability of the public for emergencies, via multiple pathways, to fill a specific gap, both in the context of THIRA and WAC 118-30 requirements. Logs showing completed IPAWS tests. IPAWS testing will be logged for date/time and results.
Promote the Everbridge Community Engagement feature which allows residents to 'opt-in' for SMS text messages from Everbridge by sending a text message. Upon signing up for text messages, they are sent a link via SMS text to sign up for the Everbridge Mobile App. Everbridge is regularly promoted on social media. There is information on the website and on the Cities of Walla Walla and College Place websites. The City of Walla Walla also includes information about Everbridge in their utilities bills. In addition to signing up for Everbridge using the traditional web portal, Citizen Engagement could be promoted in the same fashion.	Walla Walla County continues to promote the traditional web portal 'opt-in' feature of the Everbridge ENS. This has become more and more important as residents give up their landline telephones in favor of using their cellphones. The new Citizen Engagement/Mobile App feature would simplify the 'opt-in' process, increasing the opportunity for resident registrations.	Walla Walla County can track the Citizen Engagement/Mobile App feature 'opt-in' registrations on the Everbridge Dashboard. Success would be measured by the number of Mobile App registrations. Promotion of the Citizen Engagement/Mobile App feature would be evidenced by media releases, Social Media posts, and inserts from local utilities bills.

Participate in all scheduled National Warning systems tests, maintain Comprehensive Emergency Management Network (CEMNET). Maintain and test CEMNET Radio (weekly), EAS (weekly and monthly), and Amateur Radio Emergency Services radio (as needed). Utilize social media sites (Facebook.com/WallaWallaEM, Twitter.com/WallaWallaEM) and website to provide current information during a disaster/event.	Ensure the ability to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	Preparedness level and situational awareness increased for the citizens of Walla Walla County, leading to a more resilient and disaster prepared community.
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Priority Area #4		4.10 Exercises, Evaluations, and Corrective Actions
Primary Core Capability		Planning
Secondary Core Capability		Operational Coordination
Build or Sustain		Sustaining/Maintaining
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Revisit and refine 4-year Integrated Preparedness Plan; attend (or coordinate with Region 8 Homeland Security Council Coordinator) annual Integrated Preparedness Planning Workshop (IPPW).	To identify preparedness activities that will assist in closing gaps identified in the Stakeholder Preparedness Review (SPR) and addressing the priorities identified, and to ensure a continuous training and exercise program is in place for personnel.	An up-to-date Integrated Preparedness Plan for Walla Walla County and Region 8 Homeland Security Council to identify training and exercises that will help build and sustain the core capabilities needed to address program priorities.
Facilitate Port of Walla Walla/Walla Walla Regional Airport tabletop exercise; a plane crash/mass casualty incident scenario.	Per FAA requirements (§ 139.327): "(h) Each holder of a Class I Airport Operating Certificate must hold a full-scale airport emergency plan exercise at least once every 36 consecutive calendar months." <i>CFR-2011-title 14 vol3 sec 139.327.</i>	Improved ability to response to a Mass Cass Incident.
Participate in the Great Washington Shake Out earthquake drill and promote the event during preparedness presentations and on social media. <a href="https://www.shakeout.org/washington/">https://www.shakeout.org/washington/</a>	Earthquakes are identified in the County's Hazard Mitigation Plan as one of the natural hazards that may occur in Walla Walla County.	Improved ability to respond to an earthquake. Greater understanding of 'drop, cover and hold on.' Increased awareness of the earthquake hazard for participating agencies/jurisdictions/schools/individuals.

**TIMELINE****FY 2022 Emergency Management Performance Grant**

<b>DATE</b>	<b>TASK</b>
June 1, 2022	Grant Agreement Start Date
April 30, 2023	Submit reimbursement request
July 31, 2023	Submit reimbursement request
September 30, 2023	Grant Agreement End Date
November 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request prior written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.



**BUDGET****FY 2022 Emergency Management Performance Grant****22EMPG AWARD \$ 36,847.00**

<b>SOLUTION AREA</b>	<b>BUDGET CATEGORY</b>	<b>EMPG AMOUNT</b>	<b>MATCH AMOUNT</b>
<b>PLANNING</b>	Personnel & Fringe Benefits	\$ 33,847	\$ 36,847
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 33,847	\$ 36,847
<b>ORGANIZATION</b>	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ 3,000	\$ -
	Subtotal	\$ 3,000	\$ -
<b>EXERCISE</b>	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
<b>TRAINING</b>	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
<b>EQUIP</b>	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
<b>M&amp;A</b>	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
	Indirect Cost Rate on file	0.00%	for Time Period of: N/A
<b>TOTAL Grant Agreement AMOUNT:</b>		<b>\$ 36,847</b>	<b>\$ 36,847</b>

The Subrecipient will provide a match of **\$36,847** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

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

IN THE MATTER OF APPROVING  
OUT OF STATE TRAVEL FOR  
COUNTY COMMISSIONER TODD L.  
KIMBALL AND PUBLIC WORKS  
EMPLOYEE (GARCIA) }

**RESOLUTION NO. 22**

**WHEREAS**, Commissioner Todd L. Kimball and Tony Garcia, Director of Public Works, have requested approval for out of state travel to travel to Washington DC with a contingent of local elected and appointed officials to meet with state senators and representatives regarding county and state related issues, said travel covering the period of December 11 through December 15, 2022; and

**WHEREAS**, pursuant to County policy, an Employee Travel Authorization forms have been submitted; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that out of state travel as outlined above is approved.

**BE IT FURTHER RESOLVED** that additional time to travel to or from said event, if needed, is also approved.

*Passed this 28<sup>th</sup> day of **November, 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*



# MEMO

**Date:** 11/18/2022

**Proposal ID.** 2022 11-28 COMM

**To:** BOCC

**From:** Diane Harris, Clerk of the Board

**Intent** – Approval of 2023 County Holidays

**Topic** – 2023 County Holidays pursuant to WW County PPOM Policy No. 30.10.0

## Summary

The Walla Walla County Personnel Policies and Operations Manual (PPOM) Policy No. 30.10.0 states that "It is the policy of Walla Walla County to observe such holidays each year as may be approved by the Board of County Commissioners". Pursuant to this policy following is the listing of 2023 County "Holidays":

**January 1, 2023** – New Year's Day (observed January 2, 2023)

**January 16, 2023** – Martin Luther King Day

**February 21, 2023** - Presidents' Day

**May 29, 2023**– Memorial Day

**July 4, 2023** – 4<sup>th</sup> of July

**September 4, 2023** - Labor Day

**November 11, 2023** – Veterans Day (observed November 10, 2023)

**November 23, 2023** – Thanksgiving Day

**November 24, 2023** – Day after Thanksgiving (per all Walla Walla County Union Contracts) (Note: RCW 1.16.050(j) also designates the Friday immediately following the fourth Thursday in November to be known as Native American Heritage Day.)

**December 25, 2023** – Christmas Day

**One Personal Holiday** – One day upon mutual agreement of employee and supervisor. (Sheriff's Office Admin Union)

**Two Personal Holidays** – Two days upon mutual agreement of employee and supervisor (Courthouse Union, Road Crew-Public Works Union, Corrections Union, Commissioned Deputy's Union and Non-Represented employees including department heads.)

## Cost

N/A

## Funding

N/A

**Alternatives Considered**

N/A

**Acquisition Method**

N/A

**Security**

N/A

**Access**

**Risk**

**Benefits**

**Conclusion/Recommendation**

Approval will formalize Walla Walla County Holidays pursuant to the Walla Walla County Personnel Policies and Operation Manual.

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Submitted By

Disposition

Diane Harris, Commissioners November 18, 2022

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☐ Approved

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

Signature

---

☐ Denied

---

BOCC Chairman

Date

---

**Additional Requirements to Proposal**

☐ Modification

☐ Follow Up

**1:30 PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

a) Department update and miscellaneous



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



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To: Board of County Commissioners

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

Date: 22 November 2022

Re: Director's Report for the Week of 21 November 2022

**Board Action: 28 November 2022**  
**Update Only**

**ENGINEERING:**

- Wallula/Gose: Project is out to ad. Bid opening is December 19<sup>th</sup>.
- Peppers Bridge Road: Working on final right of way acquisition.
- Fishhook Park Road: Working on design.
- Abbott Road Sidewalk: Stormwater components and patch paving are complete. Working on final cleanup.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Snow and ice maintenance and cleaning ditches.
- South Crew – Snow and ice maintenance and Mill Creek levee maintenance.
- Vegetation & Signs – snow and ice maintenance and Mill Creek levee maintenance.
- Garage – Routine services and repairs.

**ADMINISTRATION:**

**Mill Creek Flood Control Project:**

- The Project Partnership Agreement (PPA) has been executed by the BOCC and the Corps of Engineers to complete a project to reduce the overall flood risks Mill Creek poses to Walla Walla and the surrounding communities.  
The estimated \$10 million project will include:
  - Small (less than 2.5 feet) increases in levee height at six locations
  - Repair of a 300-foot section of concrete wall
  - Removal of a damaged ceiling in the tunnel section
  - Repair of supporting pilings in the tunnel section
- Participated in a quarterly Economic Development Informational Meeting (EDIM) hosted by the Port of Walla Walla and provided an update on our Continuing Authorities Program (CAP) Section 205 Mill Creek Channel and Levee repair project.

**1:45 COUNTY COMMISSIONERS**

- a) Presentation by Andy Coleman, City of Walla Walla, re Walla Walla County 9/10ths Economic Development Funds application for Mill Creek Sportsplex Improvement Project

# Walla Walla County

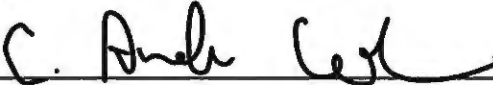
## Economic Development Sales Tax Fund

### SECTION I.

### APPLICATION FOR FUNDING

<b>Applicant:</b>	City of Walla Walla		
<b>Project Title:</b>	Mill Creek Sportsplex Improvements		
<b>Contact:</b>	Andy Coleman		
<b>Title:</b>	Parks & Recreation Director		
<b>Telephone:</b>	(509) 524-4576		
<b>Fax:</b>			
<b>E-Mail:</b>	acoleman@wallawallawa.gov		
<b>Mailing Address:</b>	15 N. 3 <sup>rd</sup> Ave		
<b>City:</b>	Walla Walla	<b>Zip Code:</b>	99362
<b>Total Project Financing</b>			
<b>Total Project Cost:</b>	\$2,300,000		
<b>Amount secured to date:</b>	\$1,300,000		
<b>The total amount requested from the Economic Development Sales Tax Fund: Loan &amp; Grant combined</b>	\$200,000		
<b>Loan Information</b>			
<b>Amount of loan request:</b>	\$		
<b>Loan term requested (Maximum term is 10 years):</b>		<b>YRS</b>	<b>Rate</b>
<i>A loan is a general obligation or revenue obligation of the jurisdiction receiving the loan. With the acceptance of a loan, the jurisdiction agrees to obligate its full faith, credit, and revenue to repay the loan, regardless of the project which prompted the application for funding. The maximum loan amount is \$200,000. Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4.</i>			
<b>Grant Information</b>			
<b>Amount of Grant request:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4)</i>	\$		
<b>Amount of Local Public Match:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #5)</i>	\$1,300,000+		

**Declaration:** I hereby certify that the information given in this application is true and correct to the best of my knowledge and belief and that I have reviewed Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.

Signature of Responsible Official:  Date: 10/26/2022

Print or Type Name and Title: Andy Coleman, Parks & Recreation Director

## **SECTION II. IDENTIFICATION OF PUBLIC FACILITY PROJECT AND COSTS**

- 1. Describe the entire public facilities project, including the parts that you are not asking to fund.**  
*(The term "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.*

Mill Creek Sportsplex is a 50-acre site that was purchased from Walla Walla County by the City of Walla Walla in 1999 for development of a sports complex. The site is approximately 45% developed with three softball/baseball fields and two full-size soccer fields. With pickleball growing in popularity and outgrowing the six courts that were constructed at Pioneer Park in 2015, the Walla Walla Pickleball Association approached the City in 2020 regarding construction of additional facilities. The Pickleball Association agreed to raise funds to assist with construction of a new pickleball facility.

In 2021, City Council determined that Mill Creek Sportsplex is the most suitable size for construction of additional pickleball courts with the construction of additional parking. The City committed \$950,000 of American Rescue Plan Acts funds to this project, with the Walla Walla Pickleball Association agreeing to raise \$300,000. Based on estimates at that time it was determined that the cost to construct pickleball courts and additional parking was approximately \$1.25 million.

The project is nearing design completion and the current estimated total project estimate is \$2.3 million. The City is working to identify additional funding sources so that this project can go to bid in the near future.

The construction of eight pickleball courts at Mill Creek Sportsplex will facilitate the ability for pickleball tournaments to be held in Walla Walla. Such tournaments will bring additional visitors to the Walla Walla Valley. The planned parking lot addition will further support the softball, baseball and soccer tournaments that take place at this facility. Events scheduled at Mill Creek Sportsplex in 2023 are anticipated to bring attract over 8,000 out-of-town visitors to the Walla Walla Valley.

2. Summarize efforts taken to date regarding the project in terms of specific steps and studies and dates of action.

Staff has continually observed the current pickleball courts at Pioneer Park to be consistently at capacity over the last three years. The Department has also heard from many community members that it is difficult to find an open court at Pioneer Park. Regarding additional parking at Mill Creek Sportsplex, the current parking lot at this facility is not adequate to accommodate current programs, including tournaments, that are held at this facility. An additional 150 parking spaces is what is necessary to adequately accommodate the current activity level at Mill Creek Sportsplex.

3. Does this project qualify as economic development and does it create or retain family wage jobs? (Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.)

This project will not directly create new family wage jobs; however, this project is projected to have a long range positive economic impact that is expected to create jobs.

4. List the number of projected jobs to be retained and/or created by the firm as a result of the public infrastructure project. Jobs must be expressed in Full-Time Equivalents (FTEs). Management positions should be indicated as an annual salary. \* Retained jobs are defined as jobs that would otherwise be lost in Walla Walla County.

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
			\$
			\$
			\$
			\$
			\$
			\$

Projected annual gross payroll for all job classifications? \_\_\_\_\_

How many of these positions are part-time or seasonal work? \_\_\_\_\_

5. Is this project listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element- Appendix G)?      No ☒      Yes ☐

6. **Does your organization have an active interest and involvement in economic development? Please explain?**

The City of Walla Walla is a significant player in economic development. It is a high priority of the City Council and identified in our Comprehensive and Strategic Plans. This project supports economic development for the purpose of job creation and expanding our shared tax base to improve service to our citizens. This proposal expands the City's facilities and allows for additional visitors to be brought to the Walla Walla Valley

7. **Will this project upgrade existing public infrastructure or build new public infrastructure? Please explain?**

This project will build new public infrastructure.

8. **List each funding source for the public project and amount. Identify whether the funding source has been secured or is being requested.**

Funding Source	Status	Amount
City of Walla Walla	secured	\$1,000,000
Walla Walla Pickleball Association	secured	\$300,000
Walla Walla County Economic Dev Fund	requested	\$200,000
Other sources	requested	\$800,000
		\$
		\$
		\$
Total Project Cost		\$2,300,000

9. **Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.**

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	January 2022
All Required Permits Obtained	January 2023
Design Engineering	November 2022
Land/Right-of-Way Acquisition	n/a
Final Bid Documents	November 2022
Award Construction Contract	January 2023
Begin Construction	February 2023
Complete Construction	July 2023
Construction Project Operational	July 2023

**10. What other quantifiable outcomes can this project measure in addition to the number of jobs created and retained?**

Private sector capital investment \$ 300,000

Increase in local property tax revenue: \$

Increase in local sales tax revenue: \$

Other:

**11. Will the public facility project be maintained by the applicant? Indicate the projected annual operating cost of the proposed public facility project and revenue source for maintenance? Please explain.**

The facility will be maintained by the City of Walla Walla and will be paid for by its general fund budget. The anticipated annual cost for operation of the facility is approximately \$10,000.

**Return Completed Application To:**  
**Port of Walla Walla**  
**310 A. Street, Walla Walla, WA 99362**  
**509-525-3100**

**ATTACHMENT A**  
**Principle Guidelines**  
**Economic Development Sales Tax Fund (EDSTF)**

**Some provisions within these principle guidelines are requirements under RCW  
82.14.370 - Sales and use tax for public facilities in rural counties.**

1. Public infrastructure projects must be listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element – Appendix G). Public infrastructure project listed in the approved County Comprehensive Plan does not guarantee the public infrastructure project will receive funding.
2. At the beginning of each fiscal year, the Port will notify the jurisdictions of the available funding in the EDSTF and will transmit the application form and these principle guidelines.
3. The Port Commission will maintain discipline in using the EDSTF for strategic economic development opportunities. Public infrastructure projects that create, retain and/or expand family wage jobs (defined as \$25,000 per year plus a benefits package), encourage private sector capital investment, and new taxes are the primary goal of the EDSTF.
4. Cap any one jurisdiction from receiving more than a \$200,000 grant and a \$200,000 loan in any one fiscal year. Exceptions will be made for extraordinary job creating opportunities, private sector capital investments, and new taxes. Exceptions will also be made if a jurisdiction has projects that would allow the funding to be distributed countywide. For example, a jurisdiction may have a qualifying project in Burbank and during that same fiscal year, they may have a qualifying project in Waitsburg. In order to help disburse the EDSTF countywide, both qualifying applications would be considered.
5. Applications require a 50% local public match to the amount of the EDSTF request. 10% local public match will be required for the City of Prescott and City of Waitsburg due to their size and access to local public matching dollars. Local public match is defined as publicly-appropriated local funds. Funds appropriated from the state, federal, other funding sources, and in-kind match do not qualify as a local public match. Private sector funds directly allocated to the public infrastructure project will be considered as a local public match.  
  
Example: If the EDSTF request is \$200,000, the applicant is required to secure \$100,000 in the local public match. In the case for the City of Prescott and City of Waitsburg, if the EDSTF request is \$200,000, the applicant is required to secure \$20,000 in the local public match.
6. Each public infrastructure project approved for EDSTF will need to enter into a performance contract and/or inter-local agreement guaranteeing performance.
7. Public infrastructure projects that can substantiate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes will have the best chance in securing an EDSTF grant and/or loan.



8. Public infrastructure projects that cannot identify the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of award. However, during this 5-year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes, their application would be considered for funding.
9. Public infrastructure-related projects that can substantiate the retention of existing family wage jobs (defined as \$25,000 per year plus a benefits package) are encouraged to apply for EDSTF grant and/or loan. To substantiate job retention, the applicant must fully demonstrate that a specific business would have a reduction in its labor force without the public infrastructure improvement.
10. Projects approved for funding must start drawing down the appropriated funds for the proposed public infrastructure project within 1 year from the date the application is approved. All appropriated funds must be fully expended within 2 years from the date the application is approved. If the applicant cannot meet said deadlines, the application must resubmit their application for consideration. All existing approved public infrastructure projects will have priority funding over the new resubmitted application.

Approved by the Port Commission on the 25<sup>th</sup> day of September 2014

Concurrence by the Walla Walla County Commissioners on the 20<sup>th</sup> day of October 2014









- a) Interview applicants for previously publicized openings on the Community Health Advisory Board (CHAB)

**b) Action Agenda Items:**

- 1) Proposal 2022 11-28 DCH-1 Approval and authorization to execute HIPAA Consulting Services Proposal with Supremus Group, LLC
- 2) Proposal 2022 11-28 DCH-2 Approval to execute Agreement No. 22-27 Personal Services Contract with James "Rick" Dawson for Environmental Health Consulting Services
- 3) Proposal 2022 11-28 DCH-3 Approval to execute Agreement No. 22-28 with CM Bell for Prevention messaging
- 4) Proposal 2022 11-28 DCH-4 Approval of Community Health Needs Assessment Proposal with Heidi Berthoud Consulting



# Proposal

Date: November 22, 2022

Proposal ID: 2022 11-28 DCH-1

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Gain approval and Execute HIPAA Consulting Services Proposal

Topic: Supremus Group LLC HIPAA Consulting Services Proposal

## **Summary**

The Department of Community Health has identified the need to assess our Health Insurance Portability and Accountability Act (HIPAA) policies and procedures around privacy and security. HIPAA establishes safeguards for protecting personal health information (PHI) PHI includes all kinds of sensitive information and goes beyond names, addresses to include credit card information, social security numbers, and details around medical conditions and procedures. As a healthcare organization we are required to put a series of strict controls in place to protect PHI, we must train our staff to protect patient data and we must be able to prove to an auditor that we are HIPAA compliant. Administrative safeguards are policies and procedures that explain what we do to protect PHI such as employee training, incident response plans, business associate contracts and access management policies. These policies and procedures also must define what we do when handling electronic PHI (using data encryption, automatic logoff, and unique user identification). We will be collaborating with Technology Services and other departments, as needed, to ensure our department is up to standards. Covered entities that fail to protect PHI are subject to strict fines and in some cases, criminal penalties.

## **Cost**

\$26,999

## **Funding**

Foundational Public Health – Business Capabilities

## **Alternatives Considered**

The Department of Community Health has attempted to do this work with our existing staff however, our staff did not have time to take on this project along with program work needing to be done.

**Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

This proposal will minimize risk to the county.

**Benefits**

This will benefit the county by minimizing risk to the county and allow our department and Technology Services to come up to standards with all staff. The citizens of Walla Walla County will also benefit because when our core business capabilities meet standards then they become fountains where important work can flow.

**Conclusion/Recommendation**

Recommend the BOCC approve and execute HIPAA Consultant Services Proposal with Supremus Group LLC.

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

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**Additional Requirements to Proposal**

☐ Modification

☐ Follow Up

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# HIPAA Consulting Services Proposal



**Walla Walla County Department of Community Health**

## Statement of Work

**Prepared For:** Nancy Wenzel  
Administrative Director  
Walla Walla County Department of Community Health  
509-524-2660

Nov 9, 2022

**Prepared by:** Supremus Group LLC (Healthcare Dept)  
4261 E University Dr, 30-164,  
Prosper, TX 75078  
Phone: 515-865-4591  
Fax: 515.221.2363  
Federal Tax ID: 55-0912916







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## ***Executive Summary***

The U.S. Health Insurance Portability and Accountability Act (HIPAA) Security Audit and Evaluation are a methodical examination and review of the state of HIPAA Security compliance requirements with defined standards and implementation specifications. It results in an HIPAA Security Audit Report that summarizes findings and provides details about areas the organization is not in compliance with the HIPAA Security Rule.

The HIPAA legislation was modified in 2009 by the HITECH Act, passed as part of the American Recovery and Reinvestment Act (ARRA). HITECH modified and extended certain provisions in the original law and those will be applied throughout this engagement. These acts were further augmented and modified by the issuance of the Omnibus Rule in January 2013, the primary goal of which was further clarification and implementation guidance for HITECH. As such, the term HIPAA will be used inclusively to cover the original and all related issuances.

## ***HIPAA Compliance Services Offered***

### **PHASE 1: HIPAA Privacy Policy Creation/Evaluation.**

Unlike the compliance requirements under the Security Rule, which focuses on the technological security and controls to protect patient information in your computer systems, the requirements to be met under the HIPAA Privacy Rule are more method and process-oriented. These procedural controls form the basis of handling your patients' information in a manner that assures their privacy is protected even when while it is being used for the vital tasks you perform for them and about them.

When you bring us in to assist you in evaluating your policies and methods, we begin by discussing your concerns and issues with you. We make sure we understand your operation and your workflow before actual work begins. With a clear understanding, we begin with a Gap Analysis to determine what you have in place and what may be lacking or in need of addition or refinement. At this point, we analyze our findings closely in order to create a Corrective Action Plan. As we identify areas needing attention, we bring these findings to you to ensure you are aware and that we have a full and correct understanding of the context. Our mutual



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understanding and agreement provide a solid basis for moving forward to effectively address them and we create the plan together.

Our documentation framework aligns fully with the Privacy Rule and covers all the points it requires. From it, we walk through the process, build the necessary templates, and align and integrate them with your workflow. Examples of process and policy templates include:

- Privacy Officer processes
- Staff and workflow
- Disclosure requests handling, including...
  - Requests from official, external sources
  - Patient requests
  - Investigations and audits
- De-identification processes (if applicable)
- Information sharing and incidental disclosure
- Incident detection and response
- Training processes
- Documentation management

When we complete the plan, we go back through it with you and review all items so that you know everything is complete. We continue to work with you to ensure that your enhanced workflow hits all the necessary points and your Privacy Rule compliance achieves reliable repeatable success.

Should the day ever come when you are faced with an OCR Audit investigation, we can help get you ready. We cover the process and outline potential risks so that you can plan your actions accordingly with your Legal Counsel.

Keeping documentation updated is a tedious, time-consuming process that is often neglected and thus poses a real risk at audit time. We help by creating workflows that embrace this requirement and form more natural, minimum effort management to keep these documents current without unduly bogging down your normal processes.

Our goal is to make sure you achieve your compliance goals without disrupting your successful operation, and keep you running smoothly and efficiently by making HIPAA compliance “built-in”.

**Cost: \$5,000**

After evaluating your current policies and procedures for privacy, If additional hours are needed, we will get your approval before starting the project.



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## **PHASE 2: HIPAA Security Policy Creation/evaluation.**

Our documentation framework is complete in all respects: up to date with all the latest requirements and issuances from HHS, and ready to be custom-fitted to your unique environment. Our documents have been put through experienced editorial review to ensure the highest quality plus easy readability. They have also been through a thorough legal review to ensure that we capture the true spirit and letter of the regulations so that your Management and Legal staff will find review and signoff greatly simplified.

We provide you expert support in preparing them. The writers of our framework documents are themselves experts in HIPAA as well as policy writing. They will advise you on any customizations you wish to add or changes you need to make, saving you time and effort by always steering you in the “write” direction.

The final product will be one that contains all the necessary language to set you on the correct course to achieve compliance; and they are flexible enough to conveniently accommodate other standards that you may be subject to PCI for Payment cards standards, FTC for Red Flag rules, and Sarbanes-Oxley control requirements for public reporting entities, to name just a few.

### **Final Deliverables for HIPAA Security Policies:**

The requirements to be met under the HIPAA Security Rule begin with a Risk Analysis. The process is at the heart of the process each entity must perform to determine where it may be exposed to technological and non-technological mistakes, flaws, and possible attacks.

Our documentation framework aligns entirely with the OCR process and covers all the points it requires. We walk through the process with you as we conduct the analysis and prepare the documentation capturing the findings. This will include:

- Facilities
- Staff and workflow
- Examination of computers and networks
  - Vulnerability testing
  - Log generation and reporting
  - Incident detection and response
- Business Associate Contracts
- Documentation

We then build a summary of the results, compose a Corrective Action Plan, lay out a schedule to accomplish it, roll up our sleeves, and dig in! When we complete the plan, we go back through it with you and review all items so that you know everything is complete.



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Risk Analysis can be a complicated process. With over 30 years of industry-leading expertise in this area, we work the process with you, teaching as we collaborate so that when we finish, you will in a position to do this vital task for yourself in the future.

Part of this effort includes the preparation of the Contingency Plan, which gets you ready in case of some form of disaster – natural and otherwise. Having information that you cannot reach means it may as well not exist. Our plan addresses each requirement HIPAA specifies to make sure that your information and your organization will survive so that your staff can continue their vital work.

Should the day ever come when you are faced with an OCR Audit or investigation, we can help get you ready. When you receive a notification, we go to work to determine what steps must be taken and what is needed to answer their requests and get it all ready. We cover the process and outline potential risks so that you can plan your actions accordingly with your Legal Counsel.

When you couple this framework with the Supremus Group HIPAA Professional Certification Training, you bring everything together to equip your organization to meet any HIPAA Compliance challenge: the right documentation, the right expertise, the right program. Our professional certification program ties them all together.

**Cost: \$6,999**

After evaluating your current policies and procedures for security, If additional hours are needed, we will get your approval before starting the project.

## **PHASE 3: HIPAA Security Risk Analysis/Audit.**

### **The Evaluation Standard**

It is the Evaluation standard in the HIPAA Security Rule that establishes the requirement that the organization verifies it is in full compliance with the legislation.

The U.S. Health Insurance Portability and Accountability Act (HIPAA) Security Rule includes a specific requirement for Evaluation that states that: the entity must evaluate if it meets the security standards and associated implementation specifications.

A critical activity for any organization is to audit the critical infrastructure components of the enterprise. The core objective is to verify the organization is in compliance with any applicable legislative requirements as well as ensure that security gaps in the infrastructure have been “closed and locked.” This standard includes both technical and non-technical aspects of the given environment; including examination of the systems and networks, use of vulnerability scanning



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(not penetration testing), and review of auditing reports. The non-technical evaluation includes observance of workplace behaviors and performance and all relevant governance documentation.

## **The Audit Controls Standard**

Audit Controls are defined as a standard in the HIPAA Security Rule. The broad objective for conducting a security audit is as follows:

- Ensure the confidentiality, integrity, and availability (CIA) of sensitive business information and resources
- Investigate security violations and ensure compliance with security policies of the organization
- Monitor user or system activity where necessary

The U.S. Health Insurance Portability and Accountability Act (HIPAA) Security Rule includes a specific requirement for security audit that states that an organization must: Implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information (EPHI).

An audit provides valuable information that can determine if security violations did in fact take place and the scope of the damage experienced. Currently, the audit protocols used in this engagement are those promulgated by DHHS through the Office of Civil Rights (OCR) for both Privacy and Security. These are applied as a verification step for each item examined and each item on the list of findings to ensure they have been properly addressed prior to closure.

## **Project Scope**

The Security Safeguards and their associated Security Standards and Implementation Specifications that we will analyze for compliance with the Evaluation standard are identified in this section.

## **Overview**

The public's sensitivity to the protection of confidential financial and medical information increases every day. The rapid spread of identity theft and the extensive damage that crime can cause an individual has significantly increased that sensitivity (and caused some companies that were responsible for previous disclosures significant financial and public relations harm).



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The HIPAA regulations were a big step to standardize industry practices for protecting health information and were modeled after existing privacy and security best practices. As with any compliance initiative, interpretations of what is or is not required is still evolving and is difficult for many organizations to understand how to apply them in practice.

In any system, the costs and effort involved in preventing or addressing failures early are always orders of magnitudes less compared to the costs associated with reacting or addressing failures later in the lifecycle. As with physical security, perpetrators seek out the most vulnerable targets to exploit therefore, proactive measures are less costly, less time-consuming to implement and will reduce an organization's overall vulnerability profile.

Risk Analysis is often regarded as the first step towards HIPAA compliance. Risk analysis is a required implementation specification under the Security Management Process standard of the Administrative Safeguards portion of the HIPAA Security Rule as per Section 164.308(a)(1).

### **The Objective of HIPAA Security Risk Assessment:**

The overall objective of an HIPAA risk analysis is to document the Potential risks and vulnerabilities to the confidentiality, integrity, or availability of electronic protected health information (ePHI) and determine the appropriate safeguards to bring the level of risk to an acceptable and manageable level. HIPAA risk assessment helps in ensuring that controls and expenditure are fully commensurate with the risks to which the organization is exposed.

### **Executive Summary and Summary Findings**

This section of the Final Report will provide and briefly discuss an abbreviated conclusion of findings and specific issues. This section is intended to summarize at a high level, provide an introduction and set the tone for the detailed information that follows, which provides a full discussion of the findings.

In general, the review of data masking product & its masking process will include four major focus areas: Administrative, Physical, Technical, and Organizational, in Security. Each major section was broken down into the specific standards and requirements, each annotated regarding whether a "required" or "addressable" standard. In each case, the requirement is stated, followed by the finding or assessment, and concluded with a comment addressing whether or not the finding evaluation demonstrates compliance or non-compliance.

### **Administrative Safeguards (164.308)**

Administrative safeguards are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect EPHI





and to manage the conduct of the covered entity's workforce in relation to the protection of that information. Figure 1 summarizes the Administrative Safeguards' standards and their associated required and addressable implementation specifications.

Standards	Implementation Specifications	R = Required A = Addressable
Security Management Process	Risk Analysis	R
	Risk Management	R
	Sanction Policy	R
	Information System Activity Review	R
Assigned Security		R
Workforce Security	Authorization and/or Supervision	A
	Workforce Clearance Procedure	A
	Termination Procedures	A
Information Access Management	Isolating Health care Clearinghouse	R
	Access Authorization	A
	Access Establishment and Modification	A
Security Awareness and Training	Security Reminders	A
	Protection from Malicious Software	A
	Log-in Monitoring	A
	Password Management	A
Security Incident Procedures	Response and Reporting	R
Contingency Plan	Data Backup Plan	R
	Disaster Recovery Plan	R
	Emergency Mode Operation Plan	R
	Testing and Revision Procedure	A
	Applications & Data Criticality An.	A
Evaluation		R
Business Associate	Written Contract	R

Figure 1: Administrative Safeguards Standards.

### Physical Safeguards (164.310)

Physical safeguards are physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion. Figure 2 summarizes the Physical Safeguards' standards and their associated required and addressable implementation specifications.



Standards	Implementation Specifications	R = Required A = Addressable
Facility Access Controls	Contingency Operations	A
	Facility Security Plan	A
	Access Control and Validation Procedures	A
	Maintenance Records	A
Workstation Use		R
Workstation Security		R
Device and Media Controls	Disposal	R
	Media Re-use	R
	Accountability	A
	Data Backup and Storage	A

Figure 2: Physical Safeguards Standards.

### Technical Safeguards (164.312)

Technical safeguards refer to the technology and the policy and procedures for its use that protect EPHI and control access to it. Figure 3 summarizes the Technical Safeguards' standards and their associated required and addressable implementation specifications.

Standards	Implementation Specifications	R = Required A = Addressable
Access Control	Unique User Identification	R
	Emergency Access Procedure	R
	Automatic Logoff	A
	Encryption and Decryption	A
Audit Controls		R
Integrity	Mechanism to Authenticate Electronic PHI	A
Person or Entity Authentication		R
Transmission Security	Integrity Controls	A
	Encryption	A

Figure 3: Technical Safeguards Standards.

### Policies, Procedures, and Documentation (Section 164.316)

This section of the Final Report conveys our opinion on the adequacy of required guidance documents based review and observation. In the conduct of this review, we examine the policies, procedures and other document to ensure the proper topics are addressed in policy form and are covered sufficiently well by the documentation to ensure compliance with HIPAA





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regulations. In addition, we examine for the presence of support documentation; i.e. procedures, templates, guidelines, and similar matters in order to ensure that proper implementation and enforcement of the policies is also in evidence.

## **Recommendations for Corrective Actions**

In this section of the Final Report, we provide recommendations designed to close compliance gaps, if any, and guide the client through the process of achieving HIPAA compliance and meeting the requirements under the HITECH act to ensure that the product and its process of masking the data meet the HIPAA requirements. Where possible, we will offer cost-effective options that meet client needs for policy, process, or technology adaptation, addition, or modifications.

In the course of this engagement, it is anticipated that numerous telephonic conversations will be conducted in order to obtain documentation, present questions and receive answers, and obtain clarity on various points of our examination to ensure clear and correct understanding. This will be required as it is anticipated (at this time that no travel to the client location(s) will be required to complete this review. It shall henceforth be understood and agreed that all information or documentation in any form provided or exchanged by either party to the other during the conduct of this engagement and for one (1) year after its completion will be regarded as proprietary and shall remain in strictest confidence between the parties, and will not be redistributed, provided or disclosed to any other party in any way by any means for any reason whatsoever. This excludes information in any form that was already in the public domain prior to engagement commencement or any records required to be disclosed under the Washington State Public Records Act. In the event the County receives a Public Records Act Request for records provided by the Contractor, Walla Walla County will give 30 days written notice to the Contractor prior to releasing any records.

**Cost: \$15,000**



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## ***Deliverables***

This activity will result in a complete identification of “areas of non-compliance” that exist between HIPAA Security Rule requirements including HITECH act, Omnibus rule requirements and the current state of the product’s architecture and how to processes the marks the PHI.

Our Project Leader will interact, interview, research, document and report on findings relative to the Safeguards, Standards, and Specifications of the HIPAA Security Rule, whether they are Addressable or Required. Our organization will work closely with all key members of your organization to collect and analyze the information vital for compliance.

### **The HIPAA Compliance Report**

1. The final HIPAA compliance Report will provide an executive summary of compliance status with each applicable standard and implementation specification defined in the HIPAA Security Rule in reference to the product and its process.
2. A written opinion stating the professional view of the product’s state of compliance;
3. A set of Corrective Action Recommendations, as an annex to said report
4. Application Security Analysis report (Optional)

In support of this effort, the Client will provide

1. Access to necessary documentation or other information
2. Names and contact information for Client staff considered authorities in order to obtain answers to questions that will arise from time to time throughout the conduct of this review.
3. The work itself will involve a review of the process of development
4. A functional walk-through of how software is supposed to work, followed by a demonstration of how it does work.
5. We will have to examine how the rules of its operation are constructed, how they are implemented and the process that controls this activity.
6. During the demonstration, we will need to see both positive results (successful processing of a target file) and a negative (an example of it catching something that is not supposed to escape).
7. We will also have to discuss with its design staff what possible failure/vulnerabilities might be possible.



After the product meets all HIPAA requirement and its process is HIPAA compliant, then it will receive the following logo for its use. This logo will be based on the version of the software. The new version will require reevaluation for the changes made to the features and functionalities.



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## Clients

### Healthcare Organizations

- Trinity Health
- Cedars-Sinai Medical Center
- Grand View Hospital
- Milliman Care Guidelines, LLC
- Renaissance Healthcare Systems
- Nevada Cancer Institute
- Doylestown Hospital
- Memorial Sloan-Kettering Cancer Center
- Cherry County Hospital And Clinics
- Midmichigan Health
- Camcare Health Corporation
- Nemours Childrens Clinic
- Argus Health Systems
- Around The Clock Home Care
- Metropolitan Pathologists
- Mountain Empire Radiology
- Avastra Sleep Centres Limited
- Pediatric Associates
- The Wellness Practice®
- Boulder OMS Surgery Center
- Tri-State Surgical Center
- Medcare Pediatric Group, LP
- Aids Resource Center Of Wisconsin
- Psychiatric Centers At San Diego
- DNA Direct
- Georgetown Pediatric Dentistry
- Chiricahua Community Health Centers
- Northwestern Memorial Hospital

### HIPAA Business Associates

- Kinnser Software
- AllSector Technology Group
- ABG Acquisition Corporation
- Health Care 2000, Inc.



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- END Services
  - Townsend Inc.
  - Swift IT Services, LLC
  - Aeritae Consulting Group
  - angels medical staffing agency inc
  - PRACTICE MANAGEMENT PARTNERS, INC.
  - Enterprise Consulting Solutions, Inc
  - Qmedtrix Systems, Inc.
  - Finance System of Green Bay Inc
  - Consultants in Blood Disorders and Cancer
  - Medi-Plans Management, Inc.
  - Medical Management Services
  - ApolloMD
  - Fulcrum Analytics, Inc.
  - Berkshire & Burmeister Attorneys at Law

#### **Pharmacies**

- Super Drug & Herbal Store
- Health Care Pharmacy
- Evergreen Drugs Co
- Jerry's Discount Pharmacy
- Prime Aid Pharmacy
- The New Pharmacy Inc.
- Tommy's Rexall Drug
- King's Pharmacy
- Community Care Pharmacy

#### **Government Organizations**

- Clark County Dept. Juvenile Justice Services
- Metropolitan Transit Authority - Texas
- North Texas Tollway Authority
- Modesto Irrigation District
- California Department of Technology Services
- Mine Safety & Health Administration
- Fairfax County Government
- USA Navy



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## **Pricing**

### **Phase 1**

**HIPAA Privacy Policy Creation/evaluation:**

**Cost: \$5,000**

**Project to be completed in three months from the start date of the project (one week after receiving the PO).**

### **Phase 2**

**HIPAA Privacy Policy Creation/evaluation:**

**Cost: \$6,999**

**Project to be completed in three months from the completion of Phase 1.**

### **Phase 3**

**HIPAA Security Risk Analysis (Two locations):**

**\$15,000**

**Project to be completed in Six months from the completion of Phase 2.**

Overall project shall be completed no later than Dec 1, 2023.

Please Note:

1. Travel and related accommodations and incidentals: At actual if required
  - a. If the Presentation of HIPAA Compliance Audit Report is requested, travel will be billed at actual.
  - b. Should onsite visit become necessary for conducting an audit, these will be agreed to and authorized by the Client in advance.
  - c. All expenses incurred for travel shall be billed at actual costs and support documentation provided.

## **Payment Schedule**

All expenses will require prior approval and will be billed at cost. The discounted prices mentioned in the SOW are valid until close of business Nov 30, 2022. Full payment is due at the end of respective phases. As the project deliverable are sent to the client, an invoice will be sent for that phase completion. Three separate bills will be sent for three phases.



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## **Product Ownership**

This contract is for services and products to be provided. The intellectual property used under this contract shall remain the sole property of the original providing party. The delivered products of this contract shall be the sole property of the Client. The contractor retains the right to use de-identified portions of the delivered products as reference examples for future marketing purposes.

## **Good Faith and Entire Agreement**

This document constitutes the entire agreement between Client and Contractor. Each party shall represent themselves as dealing in good faith such that the final product(s) are of high quality, designed and delivered to meet client needs and expectations, and that all payments and costs herein agreed to, are paid in full in a timely and expeditious manner.

## **Insurance:**

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.





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### **Defense & Indemnity Agreement:**

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, 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 subcontractors, its officers, and its agents.

### **Termination for public convenience:**

The County may terminate the contract in whole or in part with 30 days notice whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include a provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

### **Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.



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### Acceptance:

If this proposal is satisfactory to you, please indicate your acceptance by signing and returning this Statement of Work with a purchase order and payment.

#### Supremus Group LLC

Name: Bob Mehta

Title: Sales Director

Phone: 515.865.4591

Bob@Training-HIPAA.net

#### Walla Walla County Department of Community Health

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Signature: \_\_\_\_\_





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## About the Supremus Group

Supremus Group is focused on the Compliance training, consulting and Business process outsourcing services. Our aim is to offer practical, customized and affordable solutions for compliance.

The focus of [www.Training-HIPAA.Net](http://www.Training-HIPAA.Net) website is on helping healthcare organizations meet compliance, in a timely and cost effective manner by offering a broad portfolio of products and services to help with HIPAA Compliance. We provide HIPAA compliance kits, manuals, training, templates and compliance consulting services to help make your compliance efforts successful, self-sufficient and cost-effective

We assist healthcare, health plans, employers, business associates and alternative medicine providers with their HIPAA compliance efforts. Large or small, one of our options will fit your HIPAA compliance needs and budget. If you are a covered entity or a business associate, we can give you direction, support, and products to get you compliant, fast. We specialize in offering comprehensive, blended and flexible training options for payer, payee and business associates.

Our consulting services offer a full range of services customized to fit client needs. We offer help in the areas of:

- HIPAA Product Evaluation
- HIPAA Security Risk Analysis
- Privacy and Security Policies
- Ransomware Protection
- Contingency Planning
- HIPAA Security Audit

We also provide templates for organizations who want to “jump-start” their efforts and complete the compliance without the help of any consultants. Our templates are one of the most comprehensive templates available in the industry and it allows the user to save a lot of time and money. The staffing services provide consultants to help you with HIPAA Compliance Project management, Risk Analysis, Contingency Planning and HIPAA Audit.

We have more than 3000 clients throughout USA, Canada and many business associates based out of India, Philippines, China, Mexico, Columbia and many other countries. We will show you how to accomplish HIPAA compliance without spending a fortune, and we provide ongoing support to keep you HIPAA compliant.

## Contact Information

**Supremus Group LLC (Healthcare Division)**  
4261 E University Dr, 30-164,  
Prosper, TX 75078  
Phone: 515-865-4591  
Fax: 515.221.2363  
Website: [www.training-HIPAA.Net](http://www.training-HIPAA.Net)  
**Federal Tax ID: 55-0912916**



# Proposal

Date: November 22, 2022

Proposal ID: 2022 11-28 DCH-2

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Gain approval and Execute Personal Services Contract with James "Rick" Dawson for Environmental Health consulting services

Topic: Rick Dawson Personal Services Contract for Environmental Health

## **Summary**

The Department of Community Health (DCH) has identified the need for training and policy/procedure development in our Environmental Health (EH) Program. Our EH program currently consists of five full-time permanent staff and two temporary part-time staff. This staff is relatively new with four employees working less than six months in their roles. EH has also been without a manager since early summer, but we have a new manager starting December 1.

I have found a previous Environmental Health Director who we would like to contract with to assess and develop staff training, develop our drinking water and solid waste programs, along with onboarding our new EH manager when appropriate.

The EH program is in a state of change and the assistance with this contract will allow rapid development of policies/procedures and getting staff trained at a faster pace. This assistance will allow the manager to work on other areas that also need immediate attention.

## **Cost**

\$25,000

## **Funding**

Foundational Public Health – Environmental Health

## **Alternatives Considered**

The Department of Community Health Administrative Director has attempted to do this work with our existing staff however the amount of work to be done will require additional assistance if we are to make any measurable progress in a limited amount of time.

## **Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

This proposal will minimize risk to the county by bringing regulatory staff and policies/procedures up to standard.

**Benefits**

This will benefit the county by minimizing risk to the county and brining our EH program up to standards. We will be able to complete our scope of work and rapidly onboard new programs or event in a rapid pace.

**Conclusion/Recommendation**

Recommend the BOCC approve and execute Agreement 22-27 with James "Rick" Dawson.

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Submitted By

Disposition

Nancy Wenzel, DCH

\_\_\_ Approved

Name

Department

Date

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

Name

Department

Date

\_\_\_ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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**AGREEMENT NO. 22-27**

JAMES "RICK" DAWSON, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work) and Exhibit B (Compensation), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the \_\_\_\_ day of November, 2022, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 31<sup>st</sup> day of May, 2023.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$25,000.00.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of November, 2022.

**C O N T R A C T O R :**

James R. Dawson

\_\_\_\_\_  
Signature

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

Mailing Address:

4508 N. 44<sup>th</sup> Place  
Pasco, WA 99301

509-531-2830

**WALLA WALLA COUNTY:**  
Board of County Commissioners  
By

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

## GENERAL CONDITIONS

1. Scope of Contractor's Services:

The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:

Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The 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 the 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 the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any

money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, 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 subcontractors, its officers, and its agents.

14. 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.

15. Venue and Choice of Law:

In the event that any 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.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the 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.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

20. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which

the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the 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 the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the 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.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall

be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. 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, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. 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.

34. Conflict of Interest. Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.

35. 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 unsupervised access to children or vulnerable adults.

**Exhibit A**  
**STATEMENT OF WORK**

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Contractor Name: James R. Dawson

Agreement Number: 22-27

Contract Period: 11/\_\_\_\_/2022 - 05/31/2022

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**1. Scope of Contractor's Services**

1. General Field Inspection Training

1.2. Contractor will complete assessment of staff needs and develop a simple training plan. Contractor will train staff according to assessment and plan.

1.3. During training, contractor will document policies and procedures that are lacking.

1.3.1. Contractor will develop draft policy and procedures to ensure sustainability.

2. Contractor will assess the status of our Group B water systems.

2.2.1. Contractor will develop draft policies and procedures for Group B water systems.

2.2.2. Contractor will train staff in Group B water system reviews.

3. Contractor will assess our Solid Waste Program.

3.2. Contractor will develop draft policies and procedures for solid waste facilities under our regulatory jurisdiction.

3.3. Contractor will train staff in solid waste facilities inspections.

**1. Evaluation**

1.1. At a minimum, Contractor will provide a bi-monthly update to the Environmental Health Manager that outlines accomplishments and status of training and policy work.

**Exhibit B  
COMPENSATION**

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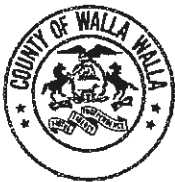
Contractor Name:	James R. Dawson	
Agreement Number:	22-27	Contract Period: 11/___/2022-5/31/2023

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Line Item/Description	Maximum Amount
\$55.00 per hour	\$25,000

Funded By: CLH31032 Foundational Public Health

Allowable Expenditures: Contractor Hourly Rate Only



# Proposal

Date: November 22, 2022

Proposal ID: 2022 11-28 DCH-3

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Gain approval and Execute Agreement No. 22-28 with CM Bell for Prevention Messaging

Topic: CM Bell Agreement

## **Summary**

The Department of Community Health (DCH) would like to contract with CM Bell to offer strategic messaging about suicide and substance use prevention. The county and nation, are in need of behavioral health providers and a need is going unfulfilled. As DCH is now actively recruiting for a Behavioral Health and Prevention Manager as recommended in our Walla Walla Behavioral Health System Assessment, we would like to fill the gap with a prevention messaging campaign at our local level. As stated in an article on the National Library of Medicine, "Social media platforms can reach large numbers of otherwise hard-to-engage individuals." SAMHSA and 988 Suicide & Crisis Lifeline note that 84% of adult Americans use the internet. DCH would like to invest in a year long campaign.

## **Cost**

\$4,000 Monthly/\$48,000

## **Funding**

Foundational Public Health – Injury Prevention

## **Alternatives Considered**

Sharing messages from other entities.

## **Acquisition Method**

N/A



**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

This will benefit the county citizens by offering a strategic communication intervention for prevention. This might be one way we can reach masses while we continue to work on our behavioral health system.

**Conclusion/Recommendation**

Recommend the BOCC approve and execute Agreement 22-28 CM Bell.

---

Submitted By

Nancy Wenzel, DCH

Disposition

\_\_\_ Approved

Name

Department

Date

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

\_\_\_ Denied

Name

Department

Date

---

BOCC Chairman

Date

---

Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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## AGREEMENT NO. 22-28

CM BELL, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work) and Exhibit B (Compensation), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 28th day of November, 2022, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 30th day of November, 2023.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$48,000. Approved activities are outlined in Exhibit A Scope of Work.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 8, 14, 15, 20 and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of November, 2022.

CONTRACTOR:

Firm Name

\_\_\_\_\_

Title:

\_\_\_\_\_

Mailing Address:

48 N. College Avenue  
College Place, WA 99324  
509-525-2216

WALLA WALLA COUNTY:

Board of County Commissioners

By

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

## GENERAL CONDITIONS

### 1. Scope of Contractor's Services:

The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### 2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

Contractor may require County to pay a deposit prior to Contractor beginning any work on the project. This deposit is interest-free and will apply to the final billing.

County shall also reimburse Contractor for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Contractor reserves the right to withhold delivery of product for invoices not paid in full. Any licensing grants or transfer of ownership of intellectual property rights from Contractor to County are conditioned upon Contractor's receipt of County's payment in full, including, but not limited to, all outstanding invoices.

County will pay a late fee of 5 percent of the overdue monthly balance for payments not made within 45 days of the invoice.

### 3. COUNTY'S OBLIGATIONS

County will provide the following to Contractor to facilitate Contractor's delivery of the services contemplated in this Agreement:

- A representative with authority to provide or obtain necessary information and approvals.
- Complete and accurate information and materials. County assumes the risks for any error or omission resulting from incomplete or inaccurate information or materials.
- Prompt response to any request by Contractor to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform the services contemplated in this Agreement in accordance with County's requirements. Contractor does not warrant the accuracy of any information provided by County, nor does Contractor warrant that said information is fit for any particular purpose.
- Final proofreading of the materials prepared by Contractor. Contractor will provide County proofs of the materials prepared for County. County must read any and all proofs provided by Contractor with care to ensure that any errors are caught. County is responsible for the cost of correcting any

typographical errors or misspellings contained in proofs that County has approved. In addition, County is responsible for errors in information that have been approved by County.

- Any necessary legal review. Contractor does not provide any analysis of whether the materials prepared comply with applicable law.
  - All necessary permissions, licenses, consents, and approvals to use any photos or other intellectual property supplied by the County. County represents and warrants to Contractor that County and Contractor have all necessary rights to use any intellectual property supplied by County, that the contemplated use of such intellectual property will not result in the misappropriation or impermissible use in violation of any intellectual property rights or law, and that no information or materials provided violate or breach any private contract, non-disclosure agreement, or any duty owed to any third party.
4. Assignment and Subcontracting:  
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.
5. Wage Standards:  
Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.
6. Independent Contractor:  
Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.
7. No Guarantee of Employment:  
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
8. Taxes:  
The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this

Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

9. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

10. Right to Review:

This contract may be subject to review by any federal or state auditor. The 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 the 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 the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

11. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

13. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County

determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

14. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify, and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, 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 subcontractors, its officers, and its agents.

15. 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.

16. Venue and Choice of Law:

In the event that any 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.

17. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the 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.

18. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County.



A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of

supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership if Items Produced

The price quoted in this Agreement is for the limited use rights in the Final Deliverables (as defined below) as described this Section. County may negotiate extended use or ownership rights by paying an additional fee at such price as Contractor may require. County-supplied content remains the property of the County or the party holding the rights thereto. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all

documents, work product and other materials that are delivered to County under this Agreement or prepared by or on behalf of Contractor in the course of performing the services contemplated in this Agreement (collectively, the "Deliverables") shall be owned by Contractor. Contractor hereby grants County a license to use all Intellectual Property Rights in the final Deliverables in their final form, as delivered to County in final fulfillment of Contractor's services contemplated in this Agreement ("Final Deliverables") on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis (unless otherwise limited herein) to the extent necessary to enable County to make reasonable use of the Final Deliverables and the services contemplated herein. In no event shall any Deliverable be deemed a "work made for hire" for County, as defined in 17 U.S.C. § 701, and County hereby waives any claim to the same.

County hereby acknowledges and agrees that, in the course of designing the Final Deliverables, circumstances may arise where the Intellectual Property Rights used in the design or production of the Final Deliverables are obtained from a third party on a limited license. In such event, County acknowledges and agrees that the license described in this Section could be limited in scope to the extent necessary to comply with the limited license obtained from said third-party for the underlying Intellectual Property Rights. County further acknowledges and agrees that Contractor may use the Deliverables for promotional purposes or for projects in the service of other clients; provided, however, that Contractor shall use any Final Deliverables for promotional purposes only and not for projects in the service of other clients. Notwithstanding anything contained herein to the contrary, Contractor may grant to County license or ownership of the Intellectual Property Rights related to the Deliverables or Final Deliverables that is broader than the license described herein, but such grant must be separately negotiated by and between Contractor and County and expressly set forth in the Job Description. County may not transfer concepts, designs or creative work related to any Deliverables to other agencies, freelancers, or other party who is not an Affiliate of County or otherwise attempt to reproduce any creative content developed by Contractor. As used in this Agreement, "Affiliate" of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term "control" (including the terms "controlled by" and "under common control with") means the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. The

term "person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the 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 the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the 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.

24. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms, and conditions of this contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

27. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 25, 35, and 36, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

28. 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, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a

person with a disability. Contractor shall comply with the Americans with Disabilities Act.

29. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

30. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase, or construction costs of such property.

31. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

32. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents, and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions, and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation, or non-renewal.

Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

33. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

34. 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.

35. ACCURACY OF INFORMATION; INDEMNIFICATION

County represents and warrants that no information or materials provided are or will be in violation of federal or state laws, including, but not limited to, the Health Insurance Portability and Accountability Act. County warrants that no information or materials provided to Contractor are or will be infringing on any trademark, copyright, trade secret, patent, or other intellectual property right of any other party. County agrees that it shall never use any Deliverable in a way that violates any Intellectual Property Right County agrees to indemnify and hold Contractor harmless in the event any information provided by County is fraudulently or illegally obtained, or, if disclosed, would result in a breach of confidentiality, privilege, any contract, or a violation of any state or federal law. County agrees to indemnify, save, and hold harmless Contractor from any and all damages, liabilities, costs, attorneys' fees, losses, or expenses arising out of any claim, demand, or action by a third party arising out of any breach of the County's responsibilities or obligations, representations, or warranties under this Agreement. The indemnification obligations described in this provision shall survive the termination of this Agreement and completion of the services described herein.

36. Non-Solicitation

During the provision of services contemplated in this Agreement and for eighteen (18) months thereafter, neither party shall, and shall not assist any other person to, directly or indirectly recruit or solicit for employment or engagement as an independent contractor any person employed or engaged either party during the provision of services contemplated in this Agreement or within the twelve (12) months prior to said provision of services. In the event of a violation of this Section, the injured party will be entitled to seek injunctive relief and/or liquidated damages equal to the compensation paid by either party to the applicable employee or contractor during the prior twelve (12) months. The running of the foregoing period of non-solicitation, as set forth in this Section, shall be tolled between the time any controversy is filed with the court or submitted to arbitration, and the decision of the judge, jury, or arbitrator on said controversy.

**Exhibit A  
STATEMENT OF WORK**

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Contractor Name: CM Bell

Agreement Number: 22-28

Contract Period: 11/28/2022-11/30/2023

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**STRATEGIC COMMUNICATION CONSULTING & CREATION OF DIGITAL  
CONTENT TO ADDRESS SUICIDE PREVENTION**

Contractor will provide the following monthly package of services to increase awareness of resources available to prevent suicide:

- Initial planning session to determine messages and viewer paths
- Strategic communication direction to create a more consistent voice and look
- Create 4-8 Facebook visuals to post each month using best practices and designed to increase engagement; some will be animated. Quantity will be determined based on how much of the package is used by other services listed here, with four being a minimum--and will be directed by County wishes.
- On-call during business hours for communication issues.
- Regular (up to weekly) meetings to discuss communication issues, strategies, best practices, and tactics. These can include anything from budget allocation, post boosting recommendations, and website strategies to creative ideas and review of analytics (clicks, shares, calls to the 988 number).

**USE RIGHTS**

County will have full unlimited use rights to all completed animations and digital images upon receipt of payment.



**Exhibit B  
BUDGET**

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Contractor Name:	CM Bell	
Agreement Number:	22-28	Contract Period: 11/28/2022-11/30/2023

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Line Item/Description	Amount
Web site and social media content design per Statement of Work	48,0000

Funded By: CLH31032 Foundational Public Health

Flat fee billed monthly in increments of \$4,000



# Proposal

Date: November 22, 2022

Proposal ID: 2022 11-28 DCH-4

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Approval of Community Health Needs Assessment Proposal with Heidi Berthoud Consulting

Topic: Heidi Berthoud Consulting Proposal – Community Health Needs Assessment

## **Summary**

A community health assessment or community health needs assessment (CHA or CHNA) identifies key health needs and issues through systematic and comprehensive data collection and analysis. CHNA usually use principles such as proactive, broad and diverse community engagement to improve results, maximum transparency to improve community engagement and accountability, multisector collaboration, and evaluation to inform a continuous improvement process. The CHNA examines the health status indicators for a population that is used to identify key problems and assets in a community with goals to develop strategies to address the community's health needs and identified issues. It is usual for our department to conduct a CHNA every 3-5 years with our last assessment in 2018. COVID has changed the landscape for much of our community and DCH would like to complete a CHNA so we can work on a Community Health Improvement Plan (CHIP) and our internal strategic plan.

## **Cost**

\$52,710

## **Funding**

Foundational Public Health – Assessment (CHNA/CHIP)

## **Alternatives Considered**

DCH cannot complete the assessment work due to staffing challenges and amount of program work to perform.

**Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

This will benefit the county citizens by capturing the community needs and developing a strategic and collaborate an approach to address the findings.

**Conclusion/Recommendation**

Recommend the BOCC approve and execute Heidi Berthoud Consulting Community Health Needs Assessment Proposal.

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Submitted By

Nancy Wenzel, DCH

Disposition

\_\_\_\_ Approved

Name

Department

Date

\_\_\_\_ Approved with modifications

\_\_\_\_ Needs follow up information

Name

Department

Date

\_\_\_\_ Denied

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BOCC Chairman

Date

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## Additional Requirements to Proposal

\_\_\_\_ Modification

\_\_\_\_ Follow Up

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# COMMUNITY HEALTH NEEDS ASSESSMENT PROPOSAL

*PROPOSED TO:*

Walla Walla County  
Department of Community  
Health

November 4, 2022



Heidi Berthoud  
Consulting



# PROJECT PROPOSAL

## COMMUNITY HEALTH NEEDS ASSESSMENT

- **Design and conduct a Community Health Needs Assessment (CHNA) for Walla Walla County Department of Community Health**
  - This includes coordination with other community partners as needed.
- **Needs assessment components**
  - **Qualitative data:** Community voice and needs captured through qualitative data collection in the form of interviews and focus groups.
    - We will look to you to identify and reach out to leaders and community members for us to interview and include in focus groups. We find that having you, as a member of the community, reach out to recruit is the best approach.
  - **Survey:** Design, delivery, and analysis of a community survey to better understand the community's health needs.
  - **Quantitative data:** Data pull, analysis, and description of health indicators from existing sources. Sources will be selected with client.
  - **Final report:** Write up of our findings which includes components that can be shared with a variety of audiences via social media or in other types of reports.

## INCLUDING YOUR COMMUNITY

Understanding how your community assesses their health needs, how they identify gaps in health service and access, and how they describe barriers or challenges to receiving timely health services can be a crucial and essential part of your health needs assessment. In our experience, speaking directly to community members can be a powerful and insightful way to learn about issues and solutions in real time.

We approach this in two ways: through a community survey that is delivered electronically, and through speaking directly with community members and leaders.

We like to take a strengths-based approach. A needs assessment doesn't have to be a negative experience that only highlights problems. Many community members are happy to share their positive experiences with an interviewee or in a focus group. Often they are more forthcoming with potential solutions and other information in interviews or focus groups in a way that wouldn't be possible in a survey.

## COMMUNITY HEALTH NEEDS ASSESSMENT PROCESS

01

### COLLECTION

In this first phase of the project, we will work closely with you to design a data collection process that includes community voice, answers the important questions about the community's health, and fulfills any specific assessment requirements you have from the state or your hospital association, as applicable. We will also collect and analyze the most common indicators available from recent, reliable data across a broad range of topics.

02

### ANALYSIS

After interviews, focus groups, surveys, and existing data have been collected, we will analyze the data. Through this process we identify key themes, trends, and emerging issues to highlight in the report. Data analysis can also include comparison indicators so you can track your progress against state or other metrics.

03

### WRITE UP

The data we've collected will be compiled into a final report. Because sharing these data with the community and other audiences like policy-makers is so important, we'll focus on creating compelling data visualizations and user friendly content that will be easy to read and digest for a variety of audiences. We want this report to be useful and used!

04

### REPORT OUT

In close collaboration with you, we will present a final product that identifies the most important health needs, any community driven solutions that arose during data collection, and next steps for addressing community health needs. the CHNA is an important launching point for Public Health planning and program development.



## OUR TEAM FOR THE CHNA

**HEIDI  
BERTHOUD,  
MPH**

Heidi has extensive experience in public health, research, evaluation, and complex program management. She is particularly interested in community focused work and giving data back to communities. She received her Masters Degree in Public Health Services from the University of Washington and concurrently completed a Global Health Masters Certificate. She is the founder and principal consultant at Heidi Berthoud Consulting and will be the project lead and qualitative lead for this work.

**JANESSA  
GRAVES,  
PHD**

Janessa holds a PhD in Health Sciences from the University of Washington and is a health services researcher with an emphasis on Evaluation Sciences. Her methodological strengths involve secondary analysis of existing data and she has extensive survey research methods experience and has conducted statewide, regional, and national surveys of institutions and healthcare providers. Janessa will be the quantitative lead for this project.

**CARMEN  
GONZALEZ,  
PHD**

Carmen Gonzalez holds a PhD in Communication from the University of Southern California and has extensive research experience in the areas of health communication, health disparities, and digital equity. As an expert in community-based research and research translation, she has worked with academic and community partners on a number of federally funded projects focused on health equity. Carmen's research is focused on serving the needs of minoritized communities, particularly immigrant and Latino populations. She will lead and design Spanish language focus groups and interviews and will consult on survey design.

**KATIE  
HOWARD**

Katie brings more than two decades of experience in complex technical writing, proposal development, editing, proofreading, and copywriting. She is an accomplished grant writer and strategist who works closely with social service and nonprofit organizations across Washington State. Katie holds a BA in English-Writing from the University of Northwestern and she will lead all editing and proofreading for the CHNA report.

## CONSULTING BUDGET PROPOSAL

Project: CHNA

CLIENT	DESCRIPTION	AMOUNT
Walla Walla Co. Dept. of Community Health	<b>Qualitative Data Collection &amp; Analysis</b>	
<b>PROJECT START</b>	Interviews: Conducting 20 stakeholder interviews and all analysis	\$5,250.00
Est. January 2023	Focus Groups: Conducting 5 focus groups and all analysis	\$3,500.00
<b>PROJECT END</b>	Spanish fluent facilitator for interviews, focus groups, and analysis	\$3,750.00
Est. July 2023	<b>Subtotal Qualitative Data</b>	<b>\$12,500.00</b>
<b>PROPOSAL PREPARED</b>	<b>Quantitative Data Collection &amp; Analysis</b>	
11/4/22	Survey Design, Administration, and Analysis	\$4,880.00
<b>PREPARED BY:</b>	Survey translation services	\$1,000.00
Heidi Berthoud, MPH	Data pull and analysis for 150 key indicators	\$12,000.00
Heidi Berthoud Consulting LLC	<b>Subtotal Quantitative Data</b>	<b>\$17,880.00</b>
www.hberthoudconsulting.com	<b>Report Write Up &amp; Finalization</b>	
heidi@hberthoudconsulting.com	Report Write Up and Design	\$7,880.00
206-349-8431	Editing, proofreading	\$5,000.00
	<b>Subtotal Report Write Up</b>	<b>\$12,880.00</b>
	<b>Project Management</b>	
	Project Management, including meeting scheduling and communication	\$8,250.00
	<b>Subtotal Project Management</b>	<b>\$8,250.00</b>
	<b>Subtotal All Project Work</b>	<b>\$51,510.00</b>
	<b>Travel</b>	
	Assume one (1) round trip from Seattle to Walla Walla x two (2) people @ .58 cents/mile	\$250.00
	Lodging x 2 nights x 1 trip (assumes \$150/night) x 2 people	\$600.00
	Per Diem x 3 days x 1 trip (assumes WA state gov't per diem rate of \$59/day) x 2 people	\$350.00
	<b>Travel Subtotal</b>	<b>\$1,200.00</b>
	<b>PROJECT WORK</b>	<b>\$51,510.00</b>
	<b>TRAVEL</b>	<b>\$1,200.00</b>
	<b>GRAND TOTAL</b>	<b>\$52,710.00</b>

## COMPANY EXPERIENCE

Heidi Berthoud brings nearly 20 years of experience in public health, research, evaluation, qualitative assessment, and technical writing. She has worked on multiple federal and national level evaluation projects, managed many multi year national research grants, and has worked internationally collecting community level health data.

The mission of Heidi Berthoud Consulting is to work with health departments and health focused nonprofits in the Pacific Northwest to improve data literacy and capacity, develop equitable data collection approaches, understand community health needs, and help organizations demonstrate their impact. We partner with other local experts in the field to build a team that brings the best skills to each client project.

### **Current projects include:**

- Community Health Needs Assessment, Whitman County Public Health, Washington State
- Heath Needs Report, Oregon Health and Sciences University, Richmond Clinic, Portland, Oregon
- Community Health Needs Assessment, Garfield County Health District, Washington State
- Program evaluation, Indigenous Birth Justice Network in Washington State, Perigee Fund/Seattle Foundation
- Program evaluation for multiple projects, Living Well Kent, Kent, Washington
- Technical grant and proposal writing for various health focused nonprofits

### **Previous Experience:**

- Landscape analysis & key informant interviews: qualitative data collection, analysis, desk review, and development of a HIV incidence measurement method landscape for a global health client, 2021
- Development of a formative evaluation for the Washington state Upstream USA program, funded by a private family foundation, 2018-2021
- Evaluation of Healing to Wellness Court, Lower Brule Sioux Tribe, funded by Substance Abuse and Mental Health Services Administration (SAMHSA), 2016-2018
- The Longest Walk 5; Community Based Evaluation of Drug Use and Domestic Violence in Tribal Nations, funded by Nowa Cumig Institute, 2016-2018
- Evaluation of Washington's Accountable Communities of Health, funded by State Innovation Models (SIM) federal grant, 2017-2018
- Evaluation of Technical Assistance, Medicaid Innovation Accelerator Program, funded by Centers for Medicare and Medicaid Services (CMS), 2016-2018



Heidi Berthoud  
Consulting

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S: [LinkedIn](#)

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

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

**3:00 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.*