

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for October 19, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Fred Bowen, County Administrator; and Patricia Shults, Pro Tem Clerk to the Board.

JUVENILE JUSTICE CENTER

Juvenile Justice Center Administrator Sharon Paradis and Shannon Jones met with the Board.

2006 Budget Workshop

Ms. Paradis reviewed the 2006 budget requests for the Benton-Franklin Juvenile Justice Center, to clarify the percentage breakdown.

Dr. Jecha joined the audience.

Mr. Bowen indicated he would like to meet with Ms. Jones and Ms. Paradis separate from the Board meeting to discuss the budget requests. Facility overall increase costs will be 3.24%.

BENTON FRANKLIN HEALTH DISTRICT

Dr. Larry Jecha met with the Board.

Flu Shots

Dr. Jecha mentioned that flu shots were now being given to area seniors and high-risk residents. Last week shots were given at nursing homes. They are three days in each locality. They were present at the Pasco Senior Center yesterday and today and will be there again on Friday.

Mr. Brock asked what hours they were at the senior center. Dr. Jecha indicated 8:00 am to 5:00 pm.

Dr. Jecha stated 860 shots were given in Richland and 860 in Kennewick the first day. That was better than they've done in the regular office setting. In the past, the Pasco office has only given 400-500 shots a day. 857 shots were given at the Pasco Senior Center Tuesday.

Pandemic: A Worldwide Outbreak of Influenza

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Dr. Jecha gave his first presentation last night and plans to brief the Board of Health next week regarding Pandemic Flu. He feels the business community needs to be advised of the dangers, as Dr. Jecha doesn't think they grasp the severity of the situation if it ever happens here.

Clerks Note: Pandemic - An influenza pandemic is a global outbreak of disease that occurs when a new influenza A virus appears or "emerges" in the human population, causes serious illness, and then spreads easily from person to person worldwide. Pandemics are different from seasonal outbreaks or "epidemics" of influenza. Seasonal outbreaks are caused by subtypes of influenza viruses that already circulate among people, whereas pandemic outbreaks are caused by new subtypes, by subtypes that have never circulated among people, or by subtypes that have not circulated among people for a long time. Past influenza pandemics have led to high levels of illness, death, social disruption, and economic loss.

Dr. Jecha indicated the Bird Flu will cause the Pandemic. In 1918, half the population in the United States (50 million) deaths were attributed to the Spanish flu virus. Usually it mutates from a bird to a pig to a human. A pig can receive viruses from birds and humans both. Sometimes it will mutate from a bird to a human. In 1918 it went direct from human to human.

Mr. Brock asked there was vaccine at the present time. Dr. Jecha indicated the United States has ordered two million. Everyone one else is way ahead of us. Canada has 20 million. Mr. Brock asked if only one company was manufacturing the vaccine. Dr. Jecha didn't know what the status was.

Dr. Jecha stated the United States is way behind with the amount of Tamaflu availability. It is the anti-bacterial treatment for the bird flu and countries and people in the U.S. hoard the vaccine because they panic. It's an issue, because people who get the flu this season will not be treated. We owe it to the community to have a plan in place and talk to businesses because there isn't a good national policy.

Mental Health Reserves

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Mr. Brock asked Dr. Jecha his opinion regarding the \$5-6 million in reserves for mental health. He asked how much latitude would they have in the expenditure of those funds. Dr. Jecha stated the Health Department isn't allowed to have a reserve. He doesn't know how they can get by with having so much in reserve. Mrs. Corkrum stated it was state and federal monies. Dr. Jecha stated their funds are state and federal too. The only reserve they have is what they carry over to operate with.

Mr. Brock stated the Board was under the impression that the reserve money was to be used if some program was phased out. The Board was told Monday that the money was tied to a certain program.

Dr. Jecha stated that after a few years you wouldn't know which program had what amount of money. The county should have authority over the funds. Mrs. Corkrum stated the county has little to say about how it's spent. Mr. Brock stated "The Board" should run it. Having providers on "The Board" is wrong. Dr. Jecha agreed.

Mrs. Corkrum said they were talking about two different things. The RSN is a separate board from Human Services Department and the department is the one that has the huge reserve. It's the six commissioners in Benton and Franklin County that should have some answers and be able to say where the funds should be used.

Dr. Jecha indicated they have a lot of mental issues that should be addressed with the \$5 million. Mr. Bowen asked the Board to request a breakdown of the \$5.5 million from Mr. Hopper.

BUILDING DEPARTMENT

Planning & Building Director Jerrod MacPherson met with the Board.

Building Department Update

Mr. MacPherson discussed the September Building Report and revenue received to date. They have averaged \$30,000 a month in building permit fees.

Fire Marshal

Mr. Koch asked what the Board decided about a fire marshal in Franklin County. Mrs. Corkrum indicated the Board did not make a decision. Mr. MacPherson indicated it would be best to have one person designated to take care of the whole county.

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The Coroner has agreed to take on the responsibility, as the deputy coroner is a fire fighter and they both have investigative backgrounds. The county has \$3,000 set aside for hiring a fire marshal. All reports from the different districts could be faxed or sent to them.

Mr. Koch indicated that Kahlotus usually only has six grass fires a year, which doesn't require investigation. Mr. MacPherson said that even if the district didn't need to generate a report, they could talk to the designated official and the official could write their own report based on the conversation.

Mr. Bowen asked if the Board wanted the funds increased to \$6,000. The Board gave consensus. Mr. Koch thought that would get the county past the state requirement.

Mr. MacPherson asked if they wanted the Coroner to take on the responsibility. The Board agreed. Mr. MacPherson asked if the Board needed a contract signed with the Coroner. A contract wouldn't be necessary. The Board would add a line item within the Coroner's budget for the fire official duties.

Mr. Tim Fife joined the audience.

The Board suggested a resolution be composed identifying the Coroner's Office as the Fire Official, with no mention of the associated funding.

PUBLIC WORKS

Public Works Director/County Engineer Tim Fife met with the Board.

CRP 574 Invitation to Bid

Mr. Fife asked the Board for approval for publication of an invitation to bid for the electrical work at Glade North and Selph Landing.

Motion - Mr. Koch: I move that we ask for sealed bids for CRP 574 / Glade North and Selph Landing intersection. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 1)

Pup Trailer Call for Bids

Motion - Mrs. Corkrum: I move we call for bids on one new pup trailer, for sealed bids at 9:45 am on Monday November 14, 2005. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 2)

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TRAC

Troy Woody met with the Board.

Mrs. Corkrum stated that the TRAC neon sign looks great.

September Financials

Mr. Woody reviewed September operations reports with the Board.

Mr. Bowen asked that 2005 subsidies be billed in 2005.

RV Park Update

Mr. Woody indicated the RV monthly rate was \$325. The Board had mentioned previously that they thought the weekly rate was low, but he's a week away from finishing a grid that will show all of TRAC's competitors, features and benefits and their charges. Adjustments to the weekly rate can be made after review of the grid. They currently are at market now but they may want to get above market.

Mr. Woody changed the price structure for all the stalls to \$25, because users were renting the \$15 and \$17 stalls and leaving the \$25 stalls empty.

Miscellaneous

Mr. Woody said the neon sign is up and looks great. Lobby curtains are up in the Atrium. The barn has been reconfigured to reduce labor and increase the number of shows. They will discuss the changes with the Horse Advisory Group. They plan to move the barns in the background, change where the practice arena is. The 146 permanent stalls will be increased to 240 in the new plan. The practice arena is 95 x 180 and they will end up with an arena 145 x 250, which means they have a second full arena.

Mr. Bowen stated that instead of keeping a Park budget, he wants to move that into the TRAC revenue and expenditure budget. Mr. Brock asked how he could do that with the City's involvement. Mr. Woody stated it would be done much like the RV Park. TRAC would be contracted for the \$8,500 for upkeep of the soccer field.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen and Planning/Building Director Jerrod MacPherson met with the Board.

TRAC Business Park Binding Site Plan

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Roger's Surveying divided the county property near TRAC into two binding site plans per the City's requirements. The City of Pasco requires a total fee of \$700 for this purpose.

Motion - Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. This is Resolution 2005-441. (Exhibit 3)

Mr. Bowen indicated it would take 21 days to process the binding site plan. He would like a decision from the Board as to how to market the property, either through the City or Booker Auction. The Board reviewed the commercial land sale map.

Mr. Koch suggested asking Mr. Booker to bring the Board a bottom figure on what he thinks he could sell each lot for. The Board gave consensus for Mr. Bowen to converse with Merle Booker regarding auctioning a certain surplus parcel of land.

Mrs. Corkrum asked if they could negotiate with Mr. Booker without putting it out to bid to other auctioneers. Mr. Bowen stated he asked that very question. The county has been using Merle Booker for years for all their surplus equipment. And this is considered surplus property. Mr. Koch asked if they need to list it as surplus or have they already. Mr. Bowen stated the county would need to advertise that they are interested in surplus the property.

Mr. Koch mentioned that the paper work would go through Western Real Estate, so it's not necessarily Booker Auction. Mr. Bowen suggested placing the ad in the Connell Graphic seeking proposals from auctioneers to surplus the property. Mr. Bowen will ask for Mr. Verhulp's opinion.

Department Revenue Letter

Mr. Bowen asked the Board to allow him to write a letter to departments to ask them to evaluate their revenues, because the county is half a million off. Mr. Brock stated it was based on the worst case scenario on arbitration.

Motion - Mrs. Corkrum: I so move approval. Second by Mr. Koch. 3:0 vote in favor.

Courthouse Security

Three proposals were received from J&J Security regarding courthouse lock down. Proposals reviewed were as follows:

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- Number one: Outdoor security stations for \$289,000
- Number two: Two entrances / screening stations for \$205,065
- Number three: One entrance / screening station for \$137,065

Mrs. Corkrum suggested using proposal number two for \$205,065. It's a little more money but she would rather have two entrances so as not to inconvenience the public.

Mr. Bowen told Alison Moore, J&J Security Manager, that the Board would not immediately install screening options until possibly 2007. In talking with the judges, the most volition problems would be with domestic (divorce, child custody). What would be the problem with having those trials in the newly remodeled portable courtrooms? They could have security and they wouldn't need to lock down the whole courthouse. Mr. Brock agreed that made sense.

Mr. Bowen asked the Board if they wanted to move forward or stay where we're at now. The Board suggested staying where we are now. Mr. Brock stated that deputies are patrolling less roads than in the past, and in order to keep everyone employed they need to look at using deputies as security.

Courthouse Renovation

Vault door: An unfinished vault door was moved from upstairs to downstairs that they want to make into time capsule. Mr. Bowen wanted to know if the Board wanted to restore the door like all the others or leave one in the historical status. A historian recommends leaving the door as is. The Board agreed to leave one vault door in its original state.

Change Order Number 11: All previous potential change orders (PCO) have been reviewed and approved by the Board. Mr. Brock asked what the value of the PCO was. Mr. Bowen stated \$113,798.39. Mr. Brock asked if they had done any planning regarding the change order. Mrs. Corkrum stated it was in the original subtractions from the fund.

Mr. Tom Kidwell joined the audience.

Mr. Bowen indicated that thirteen different items will be taken care of with PCO #11, like the window trim, additional guilding and a combination of things.

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Motion - Mrs. Corkrum: I move approval of Change Order #11 and authorize the Chairman's signature. Second by Mr. Koch. 3:0 vote in favor. This is Resolution 2005-442.

Budgets - Mr. Bowen asked the Board for approval to move forward with a public hearing to increase the bottom line of the Courthouse Restoration by a million dollars and transfer the money out of the Rainy Day Fund.

Motion - Mrs. Corkrum: I move we approve the public hearing on the Renovation of the Courthouse to increase the bottom line. Second by Mr. Koch 3:0 vote in favor.

PROPERTY

Tom Kidwell and Planning Director Jerrod MacPherson met with the Board

Dairy Property

Mr. Kidwell indicated he bought the DeVries property located off Elm Road and has people interested in moving the former DeVries dairy from the Pasco-Kahlotus Highway to the Elm Road location.

Mr. MacPherson stated there was an issue of county zoning.

County Treasurer Tiffany Coffland joined the meeting.

Mr. MacPherson stated that regulations speak to the Nutrient Management Plan, which needs to be approved by the Franklin Conservation District. The ordinance speaks to having a two-mile buffer between one operations center of confined animal feeding and another. Mrs. Corkrum asked Mr. Kidwell if there would be enough room for that.

Mr. Brock recommended they look at maps to help the Board understand and visualize the property being discussed.

Duplex Zone Change

Mr. Kidwell wants to buy an existing duplex in the Riverview area on Road 44. Right now it is non-conforming, so the bank won't loan any money. The reason it is still on the market is because it is non-conforming, so if it has a fire then it can't be rebuilt back in the same spot. He needs a letter by the end of the month to indicate it will not be considered non-conforming.

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Mrs. Corkrum stated they would be promising something the Board has not officially approved.

Mr. Brock said he wouldn't have a problem with that, but some citizen could come in and challenge what the Board did.

Mr. MacPherson asked Mr. Kidwell if there was a way to delay the closing for a week or two, as the closed record public meeting is scheduled for November 7 when the Board will make their final decision. Mr. Brock stated that if nobody challenges it, the Planning Commission has approved it.

Mrs. Corkrum stated that the main reason the Board is having a closed record public hearing is to modify the roof pitch of manufactured homes.

Mr. Brock asked that the prosecutor be asked for his opinion. Mr. MacPherson stated they would say it is not law yet and that the property is non-conforming. He feels comfortable writing a letter that says the Planning Commission has made a recommendation to allow duplexes to be taken off the non-conforming status and can be rebuilt if damaged and will be reviewed by the County Commissioners on November 7th.

Mr. Kidwell indicated he could sign a note and finance the property for his children. Mr. Brock hopes he understands the Board's position. Mr. Kidwell indicated he did. Mr. Kidwell left the meeting.

COUNTY ADMINISTRATOR (continued)

Translation Services

Mr. MacPherson was asked to meet with the prosecutor regarding liability issues for Franklin County personnel to provide translation services. The prosecutor indicated to him there would be no more liability for those types of services than if he gave out wrong zoning information. The prosecutor stated the bigger issue is the union. That is a real big issue, because you have someone performing outside of their classification.

Mrs. Corkrum stated the county shouldn't provide translation to anybody and that they should bring in their own people to translate for them. Mr. Koch agreed. Mr. Brock stated that the union is a big issue and the Board needs to recognize the fact.

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Mrs. Corkrum said it would open a whole new prospective, that each office would have to hire someone to translate. Mr. Brock stated it was not only Spanish but there are so many other languages in the area.

Union Negotiations

County Administrator Fred Bowen and Treasurer/Interim Human Resources Director Tiffany Coffland met with the Board. Mr. MacPherson left the meeting.

Executive Session at 11:17 a.m. regarding union negotiations expected to last ten minutes.

Open Session at 11:35 a.m.

Recessed at 11:35 a.m.

Reconvened at 11:41 a.m.

OFFICE BUSINESS

Consent Agenda

Motion – Mr. Koch: I move we accept the consent agenda for October 19, 2005 as presented.

1. Approval of **Resolution 2005-443** for an amendment to the agreement for providing community mental health services between Lourdes Counseling Center and Benton and Franklin Counties' Department of Human Services, #0305-MH-LCC-3, effective through November 30, 2005, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 5)
2. Approval of **Resolution 2005-444** for an amendment to the agreement for providing social detoxification services between Nueva Esperanza Counseling Center and Benton and Franklin Counties' Department of Human Services, #0507-SA-NECC, effective through June 30, 2007, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 6)
3. Authorizing cancellation of checks in the amount of \$70.98 as identified on the letter received from the Franklin County Treasurer, rescinding the list approved October 17, 2005 in the amount of \$800.19. (Exhibit 7)

Second by Mrs. Corkrum. 3:0 vote in favor.

Tri-City Visitor & Convention Bureau Dues

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Motion - Mrs. Corkrum: I move approval of payment of 2005 dues in the amount of \$500. Second by Mr. Koch. 3:0 vote in favor.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of payment of Current Expense warrant 47371 for \$55.00. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

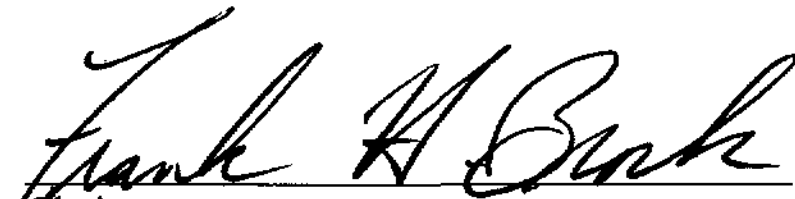
Motion - Mrs. Corkrum: I move approval of County Road Fund payroll for \$56,611.16 and Motor Vehicle Fund payroll for \$9,864.55. Second by Mr. Koch. 3:0 vote in favor.

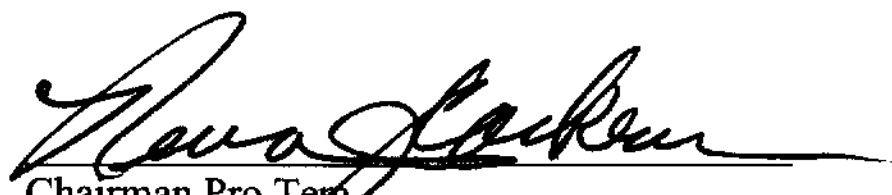
Adjourned at 11:51 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until October 24, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:

Pro Tem Clerk to the Board

Approved and signed October 26, 2005.

INVITATION TO BID

FRANKLIN COUNTY
Public Works Department
Pasco, Washington

Sealed bids will be received by the County of Franklin, at the Office of the Board of County Commissioners in the Franklin County Courthouse Annex at Pasco, Washington, **until 9:45 am, Monday, November 7, 2005**, and will then and there be opened and publicly read for the construction of the improvements.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Franklin.

The right is reserved to reject any and all bids and to waive informalities in the bidding.

Maps, plans and specifications may be obtained from the Franklin County Public Works Department, 3416 Stearman Ave., Pasco, Washington, 99301, upon payment of the amount of \$15.00 per copy.

Informational copies of maps, plans and specifications are on file for inspection in the Office of the County Engineer of Franklin County in Pasco, Washington, the Tri-City Construction Council in Kennewick, Washington, the Association of General Contractors of Spokane, Washington, and Construction Data of Spokane, Washington.

The following is applicable to Federal-aid projects:

The Franklin County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The improvements for which bids will be received is described below:

CRP 574 / Glade North and Selph Landing intersection

This project consists of the installation of an illumination system at the intersection of Glade North Road and Selph Landing.

Bidders shall submit bids in a sealed envelope addressed to: Franklin County Board of County Commissioners, Franklin County Courthouse Annex, 412 W. Clark, Pasco, Washington, 99301, and marked **"CRP 574 / Glade North and Selph Landing Intersection, 9:45 am, Monday, November 7, 2005"**.

Bids shall be submitted on the bid form attached to the specifications. The Board of County Commissioners reserves the right to reject any or all bids.

Signed this 19th day of October, 2005.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

**CALL FOR BIDS
FRANKLIN COUNTY
NEW PUP TRAILER**

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in the Franklin County Annex, 412 W. Clark, Pasco, Washington, that sealed bids will be received until 9:45 a.m., on Monday, November 14, 200~~5~~, at which time they will be opened and read for the purchase of the following:

ONE (1) NEW PUP TRAILER

Specifications and additional information may be received at the Franklin County Public Works Office located at 3416 Stearman Avenue, Pasco, Washington. Bids must be on the forms provided by the Public Works Office and be attached to the County Specifications.

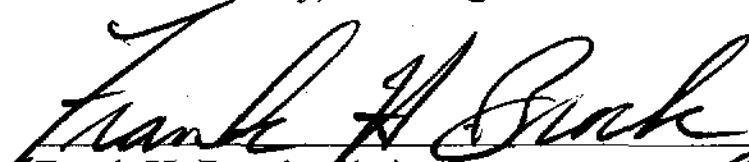
Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bids in separate sealed envelopes addressed to Franklin County Board of Commissioner, Franklin County Annex, 412 W. Clark, Pasco, Washington 99301.


The Board of County Commissioners reserve the right to reject any or all bids and to select the deemed most advantageous to the County.

Signed this 19th day of OCT., 2005.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert Koch, Member

Attest:


Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. 2005 441

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVAL TO SUBMIT PAYMENT OF \$700 TO THE CITY OF PASCO
FOR BINDING SITE PLAN FEES AND ENVIRONMENTAL CHECK LIST
FEE TO DIVIDE THE PROPERTY LOCATED IN THE TRAC BUSINESS
PARK AREA (LOTS 4, 8 AND 9 OF BSP 2001-06)**

WHEREAS, the Board of County Commissioners desire to divide the property located in
the TRAC Business Park area (Lots 4, 8 and 9 of BSP 2001-06); and

WHEREAS, the City of Pasco requires two separate Binding Site Plans with a fee of
\$300.00 for each Binding Site Plan, in addition, the City requires a \$100 fee for an
environmental check list for a total of \$700.00; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative
authority of Franklin County and deems this to be in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of
Commissioners hereby approves payment totaling \$700 to the City of Pasco for Binding
Site Plan fees and the environmental check list fee.

APPROVED this 19th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
County Administrator

cc: Planning and Building Department
File

FRANKLIN COUNTY RESOLUTION NO. 2005 442

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER NUMBER 11 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE

WHEREAS, the Franklin County Board of Commissioners approved Franklin County Resolution Number 2004-320 on July 7, 2004 for the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse in the amount of \$9,029,900; and

WHEREAS, the Board approved Franklin County Resolution Number 2004-321 on July 7, 2004 for Change Order #1 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) deducting seven items from the original contract totaling \$218,313.27 for a new total of \$8,811,586.73; and

WHEREAS, the Board approved Resolution Number 2004-458 on October 11, 2004 for Change Order #2 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$100,828.38 (deducting two items from the original contract in the amount of \$15,432.75 and adding four items in the amount of \$116,261.13) for a new total of \$8,912,415.11; and

WHEREAS, the Board approved Resolution Number 2004-604 on December 20, 2004 for Change Order #3 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) adding one item in the amount of \$23,779.43 for a new total of \$8,936,194.54; and

WHEREAS, the Board approved Resolution Number 2005-067 on January 31, 2005 for Change Order #4 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) in the amount of \$65,418.62 for a new total \$9,001,613.16; and

WHEREAS, the Board approved Resolution Number 2005-101 on February 28, 2005 for Change Order #5 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a credit amount of \$16,374.96 for a new total \$8,985,238.2; and

WHEREAS, the Board approved Resolution Number 2005-144 on April 4, 2005 for Change Order #6 in the amount of \$87,837.80 and Change Order #7 in the amount of \$9,364.70 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for change orders totaling \$97,202.50 for a new contract total of \$9,082,440.70; and

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WHEREAS, the Board approved Resolution Number 2005-226 on June 1, 2005 for Change Orders #8 in the amount of \$26,115.46 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,108,556.16; and

WHEREAS, the Board approved Resolution Number 2005-335 on August 15, 2005 for Change Order #9 (Revised) in the amount of \$245,038.50 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,353,594.66; and

WHEREAS, the Board approved Resolution Number 2005-370 on September 7, 2005 for Change Order #10 in the amount of \$32,701.19 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for a new contract total of \$9,386,295.85;; and

WHEREAS, CKJT Architects provided Change Order #11 dated October 18, 2005, to the County Administrator to present to the Board of Commissioners for approval; and

WHEREAS, the Change Order Number 11 addresses thirteen items totaling \$113,798.39 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 10, amending the contract total to \$9,500,094.24; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

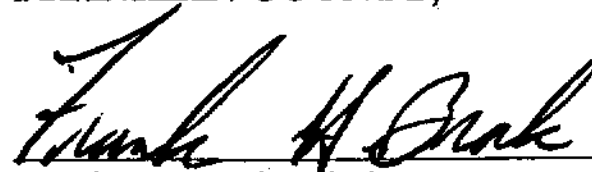
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Change Order Number 11 to the original Agreement between Franklin County and Lydig Construction.

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BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement Change Order on behalf of the Board.

APPROVED this 19th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor - CKJT - Lydig Construction

cc: Minutes - County Administrator

AIA® Document G701™ – 2001

2005 442

Change Order

PROJECT (Name and address): Franklin County Courthouse Historic Restoration & Improvements 1016 North Fourth Avenue Pasco, Washington 99301	CHANGE ORDER NUMBER: 011 DATE: October 05, 2005	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Lydig Construction Inc. 11001 East Montgomery Dr. Spokane, Washington 99206	ARCHITECT'S PROJECT NUMBER: 0302 CONTRACT DATE: July 07, 2004 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

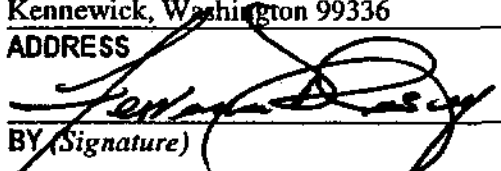
The original Contract Sum was	\$ 9,029,900.00
The net change by previously authorized Change Orders	\$ 356,395.85
The Contract Sum prior to this Change Order was	\$ 9,386,295.85
The Contract Sum will be increased by this Change Order in the amount of	\$ 113,798.39
The new Contract Sum including this Change Order will be	\$ 9,500,094.24

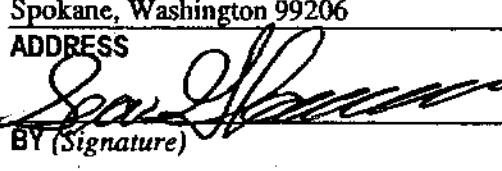
The Contract Time will be increased by Thirty Three (33) days.

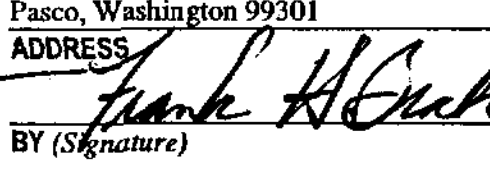
The date of Substantial Completion as of the date of this Change Order therefore is January 06, 2006

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CKJT Architects
ARCHITECT (Firm name)
128 Vista Way
Kennewick, Washington 99336
ADDRESS

BY (Signature)
Terrance D. Casey
(Typed name)
10.06.05
DATE

Lydig Construction Inc.
CONTRACTOR (Firm name)
11001 East Montgomery Dr.
Spokane, Washington 99206
ADDRESS

BY (Signature)
Sean Glaesemann
(Typed name)
10/12/05
DATE

Franklin County
OWNER (Firm name)
1016 N. Fourth Ave.
Pasco, Washington 99301
ADDRESS

BY (Signature)
Frank H. Brock
(Typed name)
10/19/05
DATE

CKJT ARCHITECTS
OCTOBER 5, 2005**Franklin County Courthouse
Change Order No. 11****2005 442****Item No. 1**

Per the Owner's request and Lydig Construction, Inc.'s PCO-089R1 dated July 18, 2005; remove existing casework and fabricate and install new casework per CKJT Architect's Clarification #30.

Add \$ 5,084.00

Item No. 2

Per the Owner's request and Lydig Construction, Inc.'s PCO-092 dated July 26, 2005; relocate existing casework at Rooms 13 and 43, fabricate and install new casework per CKJT Architect's Clarification #29.

Add \$ 4,927.00

Item No. 3

Per Lydig Construction, Inc.'s PCO-094R dated August 9, 2005; extend the construction substantial completion date to January 6, 2006 - due to paint removal process (see PCO-083R and Change Order #9) for Lydig Construction, Inc.'s extended overhead at \$1,446.00/day for 33 days.

Add \$ 56,512.00

Item No. 4

Per the Design Team's response to the uncovered condition of the breeze way brick and Lydig Construction, Inc.'s RFI-074 and per Lydig Construction, Inc.'s PCO-095 dated August 10, 2005; provide partial tuck point and brick coloring/patch.

Add \$ 4,352.00

Item No. 5

Per the Design Teams response to the uncovered condition of the window casing for S1D and Lydig Construction, Inc.'s PCO-096 dated August 16, 2005; provide repair to wood casing.

Add \$ 220.00

Item No. 6

Per the Owner's request and Lydig Construction, Inc.'s PCO-099B dated August 18, 2005; remove existing casework and door, fabricate and install new casework and door, fabricate and install new casework and new pocket door per CKJT Architects Clarification #31.

Add \$ 11,961.00

Item No. 7

Per the Design Team's response to RFI-220 and Lydig Construction, Inc.'s PCO-098 dated August 18, 2005; provide Eurospan finish in-lieu-of plaster at the historic courtroom ceiling.

Add \$ 1,369.00

Item No. 8

Per the Design Team's response to RFI-217 and Lydig Construction, Inc.'s PCO-100 dated August 30, 2005; provide solid mahogany end panel on west end of jury platform in room 233.

Add \$ 620.00

Item No. 9

Per the Owner's request and Lydig Construction, Inc.'s PCO-101 dated August 31, 2005; provide brass leaf gilding and color glazing per the approved mock-up of the southwest medallion at the historic courtroom ceiling.

Add \$ 4,735.00

Item No. 10

Per the Owner's request and Lydig Construction, Inc.'s PCO-104 dated September 13, 2005; provide and install vinyl tile flooring in-lieu-of painted

CKJT ARCHITECTS
OCTOBER 5, 2005

concrete at basement storage and mechanical rooms.

Add \$ 1,392.00

Item No. 11

Per the Owner's request and Lydig Construction, Inc.'s PCO-105 dated September 19, 2005; provide and install sod in all damaged areas of lawn.

Add \$ 7,300.00

Item No. 12

Per the uncovered conditions of existing floor areas and Lydig Construction, Inc.'s PCO-106B dated September 22, 2005; provide add floor prep./leveling.

Add \$ 1,770.00

Item No. 13

Per the Owner's request and Lydig Construction, Inc.'s PCO-107 dated September 26, 2005; add brass leaf at "bead and sausage" at first and second floors. At the four (4) garlands in the service counter areas provide and install brass leaf and color glazing.

Add \$ 4,835.00

Subtotal = \$ 105,077.00

Tax = \$ 8,721.39

Total Change = \$ 113,798.39

-End-

2005 442

**FRANKLIN COUNTY
RESOLUTION NO. 2005 443**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT FOR PROVIDING COMMUNITY
MENTAL HEALTH SERVICES BETWEEN LOURDES COUNSELING CENTER
AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN
SERVICES, #0305-MH-LCC-3**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached amendment as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached amendment between Benton-Franklin Counties' Department of Human Services and Lourdes Counseling Center is hereby approved by the Board.

BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign amendment #0305-MH-LCC-3.

APPROVED this 19th day of OCT., 2005.

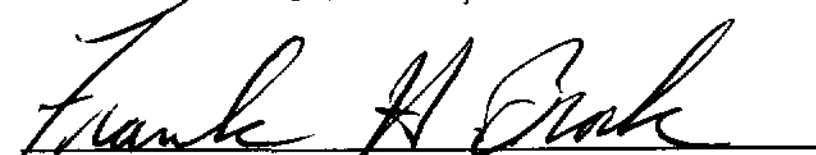
COMMISSIONERS

BOARD OF COUNTY


FRANKLIN COUNTY, WASHINGTON

Attest:


Clerk to the Board


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro-tem







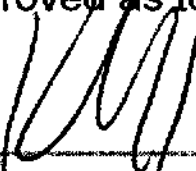


Robert Koch, Member

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

AMENDMENT NUMBER: 0305-MH-LCC-3**2005 443**

THIS AMENDMENT is made and entered into by, and between, Benton and Franklin Counties, hereinafter referred to as "Counties" at the location identified below, and the following subcontractor, hereinafter referred to as the "Contractor".

Contact: Dave Hopper, Director Benton and Franklin Counties Department of Human Services 7207 W. Deschutes Ave Kennewick, WA 99336 (509) 783-5284		Contact: Barbara Mead, Executive Director Lourdes Counseling Center 1175 Carondelet Drive Richland, WA 99352 (509) 943-9104	
For purposes of this Agreement, the Contractor is considered a <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA Numbers of Federal funds (if any): 93.959	
THE TERM OF THIS AGREEMENT shall start and end on the following date, unless terminated sooner as provided herein: <div style="display: flex; justify-content: space-between;"> Start Date: July 1, 2003 End Date: November 30, 2005 </div>			
FUNDING: All funding contained in this Agreement shall be listed in the Budget Summary of the Budget and Payment Provisions Section attached hereto.			
THIS AMENDMENT incorporates the provisions attached hereto and those incorporated by reference. All other terms and conditions of the original Agreement, and any subsequent amendments thereto, shall remain in full force and effect.			
BY THEIR SIGNATURES BELOW , the parties agree to the terms and conditions contained herein, all additional terms and conditions set out in any attachments to this Agreement, and those terms and conditions referenced and incorporated herein:			
For the Contractor:			
 Director/Administrator		N/A Board of Directors (if applicable)	
Date: <u>9-9-05</u>		Date:	
For Benton County:		For Franklin County:	
 Benton County Commissioners		 Franklin County Commissioners	
Date: <u>10-31-05</u>		Date: <u>10/19/05</u>	
Attest:  Clerk of the Board		Attest:  Clerk of the Board	
Approved as to Content:  Dept. Of Human Services		Approved as to Form:  Benton County Prosecutor's Office	
		Approved as to Form:  Franklin County Prosecutor's Office	

This Agreement is hereby amended as follows:

1. **PERIOD OF PERFORMANCE:** The period of performance for this Agreement is hereby extended for an additional 150 days beyond its June 30, 2005 end date, or until a new Agreement can be executed.
2. **CONSIDERATION:** Payments shall continue at the rates established in the existing agreement over the extended period of performance.
3. **Respite, Respite Placement and Wraparound Services:** The Contractor shall participate in the system-wide wrap-around services project implemented by the Counties.
4. **Case Management:** The Contractor shall make case management a priority treatment modality for all clients meeting the medically necessary criteria. The standard for case management client loads is a 1:25 ratio with at least 50% of staff time spent in direct (face-to-face) case management services.
5. **Federal Block Funding and Requirements** were suspended effective October 1, 2004.
6. **Management Administration, Section 15.4.3,** is amended to read as follows: The Contractor shall maintain and comply with an Advance Directive policy to include, at a minimum, the following provisions:
 - 6.1. documents in each adult enrollee's record whether or not the individual has executed an advance directive;
 - 6.2. protects against the provision of care conditioned upon execution of an advance directive or discrimination against an individual based on whether or not the individual has executed an advance directive;
 - 6.3. addresses situations in which an enrollee is incapacitated at the time of initial enrollment and is unable to receive information (due to the incapacitating condition or a mental disorder) or articulate whether or not he or she has executed an advance directive.
 - 6.4. distributes advance directive information to the enrollee's family or surrogate in the same manner that it issues other materials about policies and procedures to the family of the incapacitated enrollee or to a surrogate or other concerned persons in accordance with State law.
 - 6.5. establishes follow up procedures to ensure that the information is given to the individual directly at the appropriate time; i.e., once he or she is no longer incapacitated or unable to receive such information.
 - 6.6. informs individuals that complaints regarding non-compliance with the advance directive may be filed with the Department of Health (DOH) or with the Mental Health Division.
7. **Management Administration, Section 15.4.8,** is amended to read as follows: Be able to demonstrate that all third party resources, including Medicare are identified and pursued in accordance with Medicaid being the payor of last resort.
8. **Management Administration, Section 15.4.14,** is amended to include the following:
 - 8.1. Enrollee rights, in the DSHS identified languages (Cambodian, Chinese, English, Korean, Laotian, Russian, Spanish and Vietnamese), must be posted in a public area of the Contractor's service site.
 - 8.2. Eligibility checks for determination of Medicaid coverage utilizing GCBH MAA T-19 eligibility check or other approved eligibility determination mechanisms (e.g., Envoy);
 - 8.3. Determination of medical necessity as described in the GCBH Access and Continuing Care Standard, GCBH Management of Psychiatric Hospitalizations, or successors;

8.4. Resource and utilization management to include, but not limited to, hospital liaison for coordination of care, treatment and discharge planning.

9. Covered Lives, Section 24, is rewritten completely to read: The Contractor shall provide medically necessary mental health services to the following:

9.1. Enrollees of all ages included in the 1915(b) Waiver who reside within the GCBH service area, including children with "D" coupons or its legal substitute, or other evidence of placement by DSHS, without regard to the child's original residence. All Medicaid persons requesting mental health services shall be screened, assessed, and authorized based on the GCBH Access and Continuing Care Standard, MHD Access to Care Standard and minimum eligibility requirements.

9.2. Persons who are mentally ill shall have access to all components of the Involuntary Treatment Act applicable to RSN's as identified under this Agreement, State law and the 1915(b) Waiver, regardless of financial eligibility.

9.3. Effective July 1, 2005, all persons who are not Medicaid eligible must meet at least one of the following criteria in order to be eligible for, or continue to receive, GCBH funded mental health services as defined in this Agreement (GCBH funded mental health services are services that are not 100% funded by another fund source such as local funds, private insurance or contract).

9.3.1. The person is acutely mentally ill per state statutory definition (RCW 71.05, 71.24, 71.34) and enters services through the crisis services system.

9.3.2. The person has entered the GCBH service system through crisis services described above, or who has been released from an inpatient psychiatric facility may continue to receive crisis outpatient services until they no longer meet the definition for acutely mentally ill. Should the client continue to be acutely mentally ill per statutory definition or meet one of the other service criteria below, they may be re-authorized for service for three (3) months or per the standards of the other categories below. Persons are expected to pay for all or a portion of these services per a sliding fee scale.

9.3.3. The person is on a less restrictive alternative (LRA). It is expected that these persons should qualify for Medicaid, a spend-down program or be able to pay for all or part of their services.

9.3.4. The following groups may be admitted if additional specific criteria are met:

9.3.4.1. adults with severe and persistent mental illness and meet the following: definition for chronically mentally ill per statute; have a major mental illness on Axis 1 (e.g., Schizophrenia, bi-polar, major depression with psychotic features; and Access to Care Standards.

9.3.4.2. children with a serious emotional disturbance and meet the following: definition for seriously emotionally disturbed per statute; documentation of application for Medicaid; and Access to Care Standards.

9.3.5. Medicare clients may be provided full range of services so long as Medicare eligible services are billed to Medicare. RSN funds may not be used to cover any portion of the cost of care.

9.3.6. The Contractor must maintain documentation of an application for Medicaid within two (2) weeks of admission.

9.3.7. Persons who do not meet the criteria above shall be discharged as soon as is clinically warranted.

9.4. Persons eligible for state only programs (PII, GAU) shall receive voluntary inpatient hospitalization when the Contractor has determined that such services are medically necessary. Additional mental health services after discharge shall be provided as specified in 10.3.2 above.

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0305-MH-LCC-3 with Lourdes Counseling Center Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services has a subcontract with Lourdes Counseling Center for community mental health services. The Department of Human Services would like to extend the agreement with the Counties for an additional 150 days beyond its June 30, 2005 end date, or until a new Agreement can be reached.

SUMMARY

Award: Not to exceed the amount in the Budget Summary.

Period: Amendment is effective July 1, 2003 through November 30, 2005.

Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- ☒ Sign the resolution to accept the proposed agreement.
- ☒ Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #0305-MH-LCC-3 with Lourdes Counseling Center for community mental health services and to authorize the Chair to sign on behalf of the Board.

**FRANKLIN COUNTY
RESOLUTION NO. 2005 444**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AMENDMENT TO THE AGREEMENT FOR PROVIDING SOCIAL
DETOXIFICATION SERVICES BETWEEN NUEVA ESPERANZA
COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES'
DEPARTMENT OF HUMAN SERVICES, #0507-SA-NECC**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached amendment as being in the best interest of Franklin County;

NOW THEREFORE, BE IT RESOLVED that the attached amendment between Benton-Franklin Counties' Department of Human Services and Nueva Esperanza Counseling Center is hereby approved by the Board.

BE IT FURTHER RESOLVED that the Chairman of the Board of Franklin County Commissioners is hereby authorized to sign amendment #0507-SA-NECC.

APPROVED this 19th day of OCT., 2005.

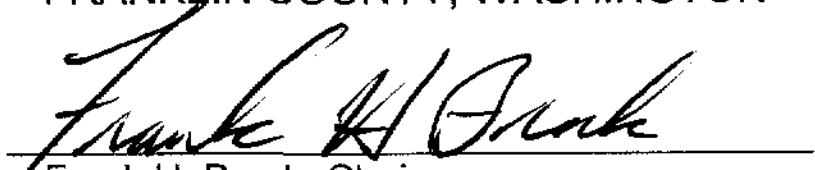


COMMISSIONERS

BOARD OF COUNTY

FRANKLIN COUNTY, WASHINGTON

Attest:


Clerk to the Board


Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro-tem

Robert Koch, Member

Originals: Auditor's Office
Department of Human Services
Minutes

cc: Resolution Notebook
Prosecuting Attorney's Office

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Substance Abuse Treatment Agreement #0507-SA-NECC

2005 444

This Agreement is by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the Substance Abuse Treatment Provider identified below, hereinafter referred to as the "Contractor."

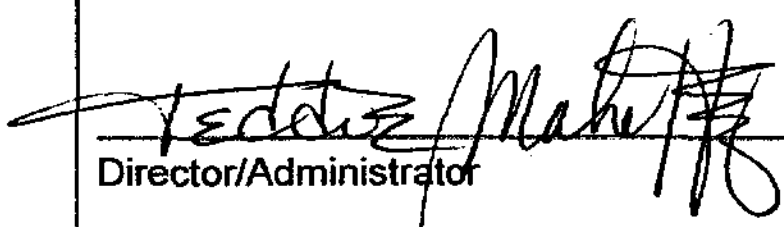
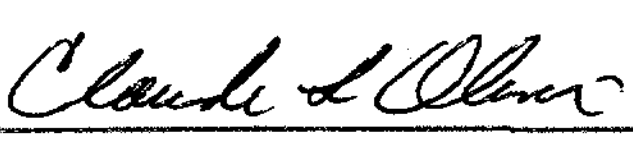
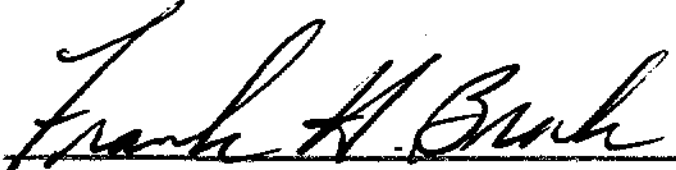
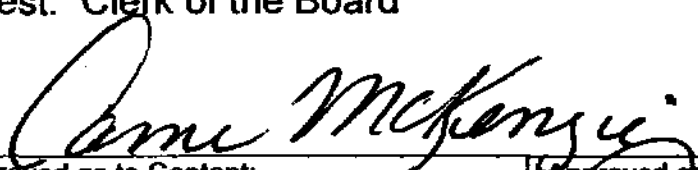
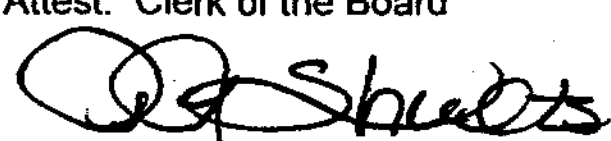
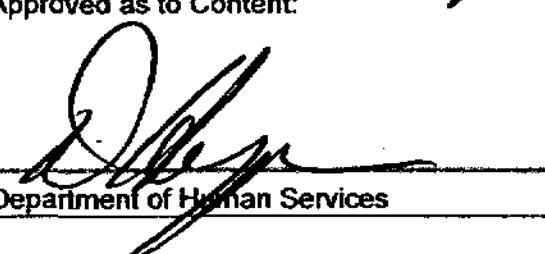
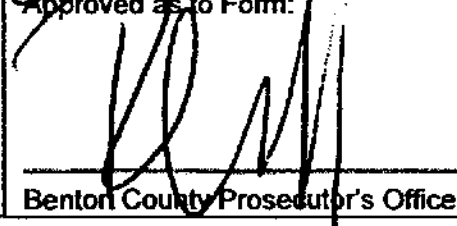
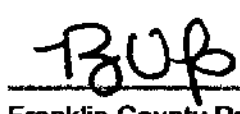
Department of Human Services Contact: Dave Hopper, Director 7207 W. Deschutes Avenue Kennewick, WA 99336 (509) 783-5284		Contractor Contact: Carrie Huie-Pascua, Director Nueva Esperanza Counseling Center 720 W. Court #8 Pasco, WA 99301 (509) 545-6506									
For purposes of this Agreement, the Contractor is considered a: <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA Number of Federal Funds (if any): 93.959									
Agreement Start Date: July 1, 2005	Agreement End Date: June 30, 2007	Maximum Agreement Amount: Per Spending Plan									
EXHIBITS: The following exhibits are attached and incorporated into this Agreement by reference: <table style="width: 100%; margin-top: 5px;"> <tr> <td><input checked="" type="checkbox"/> Definitions</td> <td><input checked="" type="checkbox"/> Specific Terms and Conditions</td> </tr> <tr> <td><input checked="" type="checkbox"/> General Terms and Conditions</td> <td><input checked="" type="checkbox"/> Statements of Work</td> </tr> <tr> <td><input checked="" type="checkbox"/> Budget and Payment Provisions</td> <td><input checked="" type="checkbox"/> Spending Plan</td> </tr> <tr> <td><input checked="" type="checkbox"/> Reporting and Record Keeping</td> <td><input checked="" type="checkbox"/> List of Rules and Regulations</td> </tr> </table>				<input checked="" type="checkbox"/> Definitions	<input checked="" type="checkbox"/> Specific Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions	<input checked="" type="checkbox"/> Statements of Work	<input checked="" type="checkbox"/> Budget and Payment Provisions	<input checked="" type="checkbox"/> Spending Plan	<input checked="" type="checkbox"/> Reporting and Record Keeping	<input checked="" type="checkbox"/> List of Rules and Regulations
<input checked="" type="checkbox"/> Definitions	<input checked="" type="checkbox"/> Specific Terms and Conditions										
<input checked="" type="checkbox"/> General Terms and Conditions	<input checked="" type="checkbox"/> Statements of Work										
<input checked="" type="checkbox"/> Budget and Payment Provisions	<input checked="" type="checkbox"/> Spending Plan										
<input checked="" type="checkbox"/> Reporting and Record Keeping	<input checked="" type="checkbox"/> List of Rules and Regulations										
By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.											
For the Contractor: <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">  Director/Administrator </div> <div style="text-align: center;"> 9/23/05 Date </div> <div style="text-align: center;"> Board of Directors (if applicable) </div> <div style="text-align: center;"> Date </div> </div>											
For Benton County: <div style="text-align: center; margin-top: 20px;">  Benton County Commissioners </div>		For Franklin County: <div style="text-align: center; margin-top: 20px;">  Franklin County Commissioners </div>									
Attest: Clerk of the Board <div style="text-align: center; margin-top: 20px;">  </div>		Attest: Clerk of the Board <div style="text-align: center; margin-top: 20px;">  </div>									
Approved as to Content: <div style="text-align: center; margin-top: 20px;">  Department of Human Services </div>	Approved as to Form: <div style="text-align: center; margin-top: 20px;">  Benton County Prosecutor's Office </div>	Approved as to Form: <div style="text-align: center; margin-top: 20px;">  Franklin County Prosecutor's Office </div>									

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 Attachment A	 2005-2007 Spending Plan
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1. DEFINITIONS

- 1.1. **ADATSA** means Alcoholism and Drug Addition Treatment and Support Act.
- 1.2. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- 1.3. **Client, client, or clients** means individuals who are eligible for services under this Agreement.
- 1.4. **CSO** is the Department of Social and Health Services' Community Services (welfare) Office.
- 1.5. **DASA** means the DSHS Division of Alcohol and Substance Abuse.
- 1.6. **DSHS** the Washington State Department of Social and Health Services.
- 1.7. **EPSDT** is the DSHS Early Periodic Screening, Diagnosis, and Treatment Program.
- 1.8. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.
- 1.9. **IDUs** means Injecting Drug Users.
- 1.10. **Medicaid State Match** means those funds allocated and identified in the County's Spending Plan, from the state awards provided by DASA to pay the state's share of the costs of services provided to Medicaid-eligible clients. The federal government makes federal Medicaid matching funds available to the states for costs incurred in paying providers for delivering covered Medicaid services, when the state pays a share of the cost of these services for Medicaid-eligible clients.
- 1.11. **Monitoring** means a contractual review to assure compliance with the terms and conditions of this Agreement.
- 1.12. **OSTP** means Opiate Substitution Treatment Program.
- 1.13. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- 1.14. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://slc.leg.wa.gov>.
- 1.15. **Shall** means compliance is mandatory.
- 1.16. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.
- 1.17. **Spending Plan** means the biennial spending plan which the County uses to allocate funding between providers in the provider network for treatment services.
- 1.18. **Subcontract** means a separate contract between the County and an individual or entity (subcontractor) to perform all or a portion of the duties and obligations that the County shall perform pursuant to their Agreement with DSHS.
- 1.19. **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.
- 1.20. **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.
- 1.21. **TANF** means Temporary Assistance for Needy Families.

- 1.22. **TARGET** is the DASA Management Information System.
- 1.23. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>.
- 1.24. **Use** as it relates to HIPAA compliance, means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 1.25. **WACs** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>.

2. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **ASSIGNMENT/SUBCONTRACTING:** The Contractor shall not assign or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the Counties.
4. **AUDIT REQUIREMENT:** The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operations of the Contractor. The independent review or audit shall reasonably assure the Counties that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit within 180 days following the end of the independent review/audit period.
 - 4.1. **Corrective Actions:** The Contractor shall take whatever corrective action is required to mitigate risk or resolve outstanding audit findings.
 - 4.2. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.
5. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
6. **COMPLIANCE WITH HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law.
7. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purpose of the Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.
8. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.
9. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
10. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law,

suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton or Franklin County, Washington.

- 11. HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.
- 12. LIABILITY:** Each party to this Agreement shall be responsible for the acts and/or omissions of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
- 13. INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the Counties or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of DSHS, the State of Washington, or the Counties. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the Counties. The Contractor shall indemnify and hold harmless the Counties and DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
 - 13.1. Workers Compensation:** The Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of the Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, the Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- 14. INSURANCE:** The Contractor shall have and maintain the following insurance which names the Counties, its elected and appointed officials, agents, and employees as additional insureds. Insurance coverage shall be from companies authorized to do business within the State of Washington with a "Best's Reports rating of A-, Class VII or better unless an exception is given in writing by the Counties. The Contractor shall provide Certificates of Insurance to the Counties documenting compliance with the insurance requirements specified in this Agreement. The Contractor shall cause the insurer to immediately notify the Counties in the event of cancellation or non-renewal of coverage. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance afforded to or maintained by the Counties. The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by insurance.
 - 14.1. Liability Insurance:** Liability insurance, including coverage for bodily injury and property damage, that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.
 - 14.2. Professional Liability Insurance (PL):** The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.
 - 14.3. Business Automobile Liability Insurance:** The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following

minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide the Counties with a waiver of subrogation or name the Counties as an Additional Insured.

- 15. ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
- 15.1. applicable federal, state and local law, regulations, rules, and ordinances;
 - 15.2. this Agreement.
- 16. OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the Counties as a part of this Agreement shall be owned by the Counties and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the Counties, is owned by the Contractor; however, the Counties shall have a perpetual license to use this material for the Counties internal purposes at no charge to the Counties. [For property, please refer to 28.]
- 17. PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 18. RECORDS MAINTENANCE AND INSPECTION:**
- 18.1. **Records Maintenance:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records that are sufficient to:
 - 18.1.1. document the performance of all acts required by law, regulation, or this Agreement;
 - 18.1.2. substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
 - 18.1.3. demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
 - 18.1.4. ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
 - 18.1.5. ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.
 - 18.2. **Right of Inspection:** The Contractor shall give access to its facilities and records to the Counties, its officers, employees or agents, and to any other authorized officer, employee or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.
 - 18.3. **Notice of Inspections:** The Contractor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.
- 19. REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any

category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

- 20. RELATIONSHIP OF THE PARTIES:** The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services.
- 21. SEVERABILITY:** The provisions of the Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
- 22. SURVIVABILITY:** The terms and conditions contained in the Agreement, which by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 23. TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the Counties relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Counties may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 24. TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar days' written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.
- 25. TERMINATION FOR DEFAULT:**
- 25.1. Contractor Failure to Perform:** The Counties may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the Counties have a reasonable basis to believe that the Contractor has:
- 25.1.1. failed to meet or maintain any requirement for contracting with the Counties;
 - 25.1.2. failed to perform under any provision of the Agreement;
 - 25.1.3. failed to ensure the health or safety of any client for whom services are being provided under the Agreement;
 - 25.1.4. violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
 - 25.1.5. otherwise breached any provision or condition of the Agreement.
- 25.2. Notification:** Before the Counties may terminate the Agreement for default, the Counties shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not corrected the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the Counties may then terminate the Agreement. However, the Counties may terminate the Agreement for default without such written notice and without opportunity for correction if the

Counties have a reasonable basis to believe that a client's health or safety is in jeopardy, or if the Contractor has violated any law, regulation, rule, or ordinance applicable to the services provided under the Agreement.

25.3. Counties Failure to Perform: The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the Counties, if the Contractor has a reasonable basis to believe that the Counties have:

25.3.1. failed to meet or maintain any requirement for contracting with the Contractor;

25.3.2. failed to perform under any provision of the Agreement;

25.3.3. violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or

25.3.4. otherwise breached any provision or condition of the Agreement.

25.4. Notification: Before the Contractor may terminate the Agreement for default, the Contractor shall provide the Counties with written notice of the Counties' noncompliance with the Agreement and provide the Counties a reasonable opportunity to correct the Counties' noncompliance. If the Counties do not correct the Counties' noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

26. TERMINATION PROCEDURE: The following provisions apply in the event this Agreement is terminated:

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

26.2. Delivery of Assets: The Contractor shall immediately deliver to the Counties' contact person (or to his or her successor) listed on the first page of the Agreement, all Counties' assets (property) in the Contractor's possession, including any material created under the Agreement. Upon failure to return Counties or DSHS property within ten (10) working days of the Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the Counties or DSHS that is in the possession of the Contractor pending return to the Counties. Nothing in this paragraph shall limit the Counties' rights pursuant to this Agreement or law, or shall limit the Counties' remedies at law.

26.3. Payment of Services: The Counties shall be liable for and shall pay for only those services authorized and provided through the date of termination. The Counties may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the Counties.

26.4. Final Payment: If the Counties terminate the Agreement for default, the Counties may withhold a sum from the final payment to the Contractor that the Counties determine necessary to protect the Counties from loss or additional liability. The counties shall be entitled to all remedies available at law, in equity, or under the Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under the Agreement.

27. TREATMENT OF CLIENT PROPERTY: Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

28. **TREATMENT OF PROPERTY:** All property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain with the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and insure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.
29. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the Counties, or its designee, has the authority to waive any term or condition of this Agreement on behalf of the Counties. The failure of the Counties to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

- 30. BACKGROUND CHECKS:** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, all staff and volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients. A Background Check Resource Guide that contains information and guidance to assist in meeting the requirements of RCWs and WACs related to background checks is available from DASA through the Washington State Alcohol/Drug Clearinghouse. The Contractor shall report to the Counties any allegations/arrests identified in the background checks.
- 31. CERTIFICATION:** The Contractor shall maintain certification as an approved treatment facility in accordance with DASA requirements.
- 32. DATA SHARING ARRANGEMENT:** Federal regulations and state law require that DASA maintain a data system that will report on all chemical dependency services to all opiate substitution treatment clients and all other clients that are publicly funded. DASA uses the TARGET system to meet this mandate. DASA uses summary (non-client specific) information for contract monitoring, legislative reporting, and to show how public dollars are spent at both the state and federal levels. Additionally, DASA research staff use data for research studies to show effectiveness of treatment, cost savings resulting from dollars spent on chemical dependency services, and outcomes studies which support budget requests and effective treatment strategies.
- 32.1. Data Description:** The Contractor shall submit the full set of TARGET data as determined by the current version of the TARGET data collection forms and as described in the current version of the TARGET Data Dictionary. The data will be submitted in a timely and accurate fashion. The data is to be stored and managed by DASA. The data is stored in computers located in the DASA offices. The computers are located in a locked facility in a locked unmarked room. All data is maintained on machines that require double log-ins and passwords. Only DASA Information Technology staff has access to this computer room. Access to any client-identifying information in the data system is limited to those programs that put the information into the system and to those state or county staff that have a legal need to know the specific information.
- 32.2. Access to Data:** the data will be provided to DASA on a regular basis through the TARGET Internet reporting system. Data is to be submitted on a regular and consistent basis using whatever schedule that the Counties or Contractor elects, provided that all service is reflected in the system within thirty days of the service delivery date. The expectation is that the data for a given month of service will be entered into the system by the tenth day of the month following. The raw data and analyses generated by DASA will not identify personal information by name, and will be used for evaluation reporting purposes only. The data provided to DSHS will remain the property of DSHS and will be maintained in a secure fashion until such time as DSHS determines that it should be destroyed.
- 32.3. Confidentiality and Nondisclosure:** The Contractor may use Personal Information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Agreement. No information that identifies an individual client will be shared unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2. The Contractor shall ensure that all staff with access to data are informed of, and comply with, the use and disclosure requirements herein and pursuant to law.

33. ELIGIBILITY DEFINITIONS AND REQUIREMENTS:

- 33.1. Indigent Clients:** Indigent clients are defined as those receiving DSHS income assistance (e.g., GAU, ADATSA, TANF, SSI) or medical assistance. They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent unless they also receive one of the above assistance programs.
- 33.2. Low Income Clients:** Low income clients are defined as those individuals whose gross household monthly income does not exceed 80% of the median family income for the state of Washington, with adjustment for family size (see table below). Those individuals whose monthly income falls below that amount listed on the table are considered low-income. These individuals are eligible to receive services partially supported by funds made available under this Agreement.

LOW INCOME SERVICE ELIGIBILITY TABLE		
Family Size	Monthly Median Income	Annual Median Income
1	\$2,311	\$27,732
2	\$3,022	\$36,265
3	\$3,733	\$44,798
4	\$4,444	\$53,330
5	\$5,155	\$61,864
6	\$5,866	\$70,397
7	\$6,000	\$71,997
8	\$6,133	\$73,597
9	\$6,266	\$75,197
10	\$6,400	\$76,797
Each additional member add \$133 for Monthly Income		

- 33.3. Eligibility Determination:** All clients served under this agreement must be approved by the Counties. The Contractor shall submit Client Eligibility Requests (Form #SA 560), with supporting documentation and intake information of the client's financial status, to the Counties for approval. The Counties shall maintain a file of approved requests and return a copy to the Contractor. Denied requests are returned to the Contractor indicating the additional information needed or the reason for rejection.
- 33.4. Right to Grievance:** The Contractor shall develop a policy and make it available to clients that will inform them of their right to a grievance in the case of denial or termination of service, and/or failure to act upon a request for services with reasonable promptness.
- 33.5. Financial Screening:** The Contractor shall develop and employ policies and procedures to screen all potential clients for possible Title XIX eligibility. Clients potentially eligible for Title XIX funded services shall be referred to the appropriate Community Services Office (CSO) to apply for medical assistance. All services rendered to eligible clients shall be charged to the Title XIX contract. An inquiry regarding a client's continued financial eligibility shall be conducted no less than once each month and documented in the client's records.

34. FEE REQUIREMENTS

- 34.1. Sliding Fee Schedule:** The Contractor shall adopt a Sliding Fee Schedule for use in determining the fees for low-income clients found to be eligible to receive services partially supported by Community Service funds made available under this Agreement. The Sliding Fee Schedule shall be in accordance with the Low Income Service Eligibility Table shown above. The Contractor shall charge fees in accordance with their Sliding Fee Schedule to all clients receiving assessment and treatment services who are approved as low income by the Counties. Included as low-income clients are low-income pregnant or postpartum women up to one-year post delivery; low-income clients receiving methadone services and low-income youth under twenty years of age. Low-income clients listed above may be

exempted from the fee requirement if the Contractor determines that the imposition of a fee to an individual will preclude the low-income client from continuing treatment. Such determination by the Contractor shall be documented in the client's file.

34.2. **Waiting List Interim Services** are exempted from this fee requirement.

34.3. **The Minimum Fee** per counseling visit is \$2.00. The maximum fee per service visit is the actual cost of the service provided.

34.4. **Indigent Clients**, as defined above, are exempt from this fee requirement.

34.5. **Free Services:** If any service defined in this Agreement is available free of charge from the Contractor to persons who have the ability to pay, the Contractor shall not charge the Counties for such services provided to eligible persons.

34.6. **Fees for Services:** Services provided to indigent clients shall be billed against the Contractor's Title XIX Provider Agreement at the current Title XIX rates. Services provided to low income clients shall be billed to the Counties at an amount equal to the difference between the maximum allowable rate for the service provided and the fee charged to the client according to the Contractor's sliding fee schedule.

35. FEDERAL BLOCK GRANT FUNDING SPECIAL CONDITIONS: Contractors receiving Federal Block Grant funding shall comply with the following special conditions:

35.1. **Continuing Education** shall be made available to employees who provide the services or activities described in this Agreement.

35.2. **Child and Prenatal Care** shall be made available, either directly or through arrangements with other public or nonprofit private entities, to women receiving treatment services.

35.3. **Admission Priorities** shall be established for IDUs to all treatment programs for chemical dependency. The Contractor shall notify the Counties and DASA in writing if it falls below 90 percent of its capacity to admit IDUs to programs. Services shall be provided to IDUs no later than 14 days after the service has been requested by the individual. If the individual cannot be placed in treatment within 14 days, interim services must be made available to the individual.

35.4. **IDU Outreach Activities** shall be provided for all programs treating IDUs, if Federal Block Grant funding is received. These outreach activities shall be specifically designed to reduce transmission of Human Immunodeficiency Virus (HIV) disease and encourage IDUs to undergo treatment. Programs may use street outreach activities as well as more formal education and risk-reduction counseling at the treatment site.

35.5. **Participation in a Peer Review Process** by individuals with expertise in the field of drug abuse treatment will be required if requested of the Contractor by DASA.

35.6. **Tuberculosis (TB) screening and referral services** shall be made available to each person receiving treatment. Tuberculosis services should include informing the individual about prevention and control of the disease, testing to determine if the individual is positive or infectious to determine appropriate care for the disease, and referral to the Department of Health as medically indicated.

35.7. **Faith Based Organizations (FBOs)** shall meet the requirements of 42 CFR Part 54 by assuring that clients are provided a choice of treatment providers; facilitating a referral to an alternative provider within a reasonable time frame when requested by the recipient of services; report to the Counties all referrals made to alternative providers; provide recipients with a notice of their rights; provide recipients with a summary of services that includes any inherently religious activities; segregate any federal block grant funds in a manner consistent with Federal regulations; and not expend funds for religious activities.

36. ON SITE MONITORING: The Counties shall have the right to monitor services delivered and to conduct on-site visits to the Contractor during each fiscal year to monitor compliance with subcontract performance criteria. The purpose of the on-site visit is to document that the

Contractor is reasonably fulfilling the requirements of this Agreement. Written documentation of each on-site visit shall be forwarded by the Counties to the DASA Regional Office.

37. OTHER REQUIREMENTS:

- 37.1. Drug of Choice:** The Contractor shall not deny services to any individual solely on the basis of that individual's drug(s) of choice.
- 37.2. Medically-Prescribed Medications:** The Contractor shall not deny access to treatment services solely on the basis that a client is taking medically prescribed medications.
- 37.3. Nicotine:** The Contractor shall not deny access to treatment services solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- 37.4. Individuals Infected with HIV/AIDS:** The Contractor shall establish and implement admissions priorities for individuals infected with HIV/AIDS.
- 37.5. Services and Activities to Ethnic Minorities and Diverse Populations:** All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for ethnic minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.
- 37.6. Origin of Residence:** The Contractor shall not deny services to eligible clients based upon the county of residence. All eligible Washington State residents who may be transient and require services shall be served subject to funding and service availability.

38. OUTCOME EVALUATION: The Contractor shall develop and implement policies and procedures for outcome evaluation to monitor and evaluate program effectiveness and patient satisfaction for the purpose of program improvement in accordance with WAC 388-805-350.

39. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall be **July 1, 2005 through June 30, 2007**, unless terminated sooner as provided herein.

40. PRIORITY SERVICES

- 40.1. Access for Priority Categories:** Access to services funded by the Counties shall be offered to all eligible clients on a first come, first serve basis; provided, however, in the case of limited funding or the necessity of deferring treatment dates, services shall be first offered to persons within the following priority categories: Pregnant Women; Injecting Drug Users (IDUs); Persons infected with HIV/AIDS, Parents with dependent children, including Child Protective Service referrals; and Clients who have completed DASA funded residential treatment and have further outpatient treatment prescribed in their treatment plan.
- 40.2. Requirements for Services to Priority Categories:** Services to the above priority categories must be consistent with state policy and federal block grant requirements as follows:
 - 40.2.1.** Treatment services for pregnant women must be offered no later than 7 days after their assessment has been completed. "Waiting List Interim Services" must commence upon request when comprehensive services are not immediately available;
 - 40.2.2.** Treatment services for injection drug users (IDU) must be provided no later than 90 days after the service has been requested. "Waiting List Interim Services" must commence upon request when comprehensive services are not immediately available;
 - 40.2.3.** Treatment services for parents with dependent children must be provided no later than 90 days after the service has been requested. "Waiting List Interim Services" must

commence upon request when comprehensive services are not immediately available. Dependent children are defined as children under age 18 living with the parent or through age 20 if enrolled in school and financially supported by the parent. Parents include persons who are attempting to regain custody of their children under DSHS supervision and post-partum women for up to one year post delivery, regardless of birth outcome, adoption or foster care placement of children.

40.2.4. Priority for admission into ADATSA outpatient treatment must be given to clients who are completing ADATSA residential treatment and are returning to their local area for continuing outpatient services.

41. RULES AND REGULATIONS: The rules and regulations referenced and incorporated into this Agreement can be found on websites identified on the Electronic Links Document provided by the Counties under separate cover.

42. TREATMENT COMPLETION: It has been established by research that those clients who stay engaged in treatment longer have better outcomes regarding continued sobriety, future employment and fewer contacts with the criminal justice system, and are less likely to need other "support services." The Contractor shall work toward incremental improvement of the current treatment completion baseline rate established by the Counties.

43. URINALYSIS TESTING STANDARDS AND PROTOCOLS: The Contractor shall use the following standards and protocols as minimum requirements for urinalysis testing services with testing laboratories when using funding provided under this Agreement for the testing:

43.1. The laboratory must maintain current certifications with Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA) or other national laboratory certification body.

43.2. All testing shall be done by approved screening tests and meet all forensic standards for certified laboratories. The use of "Instant Test Kits" is allowed only as a screen and must be confirmed if the screen is positive.

43.3. Gas Chromatography/Mass Specifications (GC/MS) must automatically confirm all positive screens, with the exception of methadone. For individuals on methadone, an immunoassay-screening reagent that detects EDDP (methadone) may be utilized.

43.4. Opiate Substitution Treatment Programs (OSTP) require a minimum of a five panel screen plus adulterants including creatinine. Cocaine, methadone, opiates, methamphetamine and benzodiazepines must be included in the five panel screen.

43.5. Minimum testing needs for OSTP programs require the following five panel screens plus adulterants including creatinine:

43.5.1. Amphetamine/methamphetamine – 1000 ng/mL

43.5.2. Benzodiazepines – 200 ng/mL

43.5.3. Cocaine – 300 ng/mL

43.5.4. Methadone – 300 ng/mL

43.5.5. Opiates – 300 ng/mL

43.6. Cocaine, Methadone and Opiates must be included in the five-panel screen. Programs may substitute up to two other drugs, including THC, in the five-panel screen for documented clinical purposes. Confirmation cutoffs are:

43.6.1. Amphetamine/Methamphetamine – 500 ng/ml

43.6.2. MDMA – 250 ng/mL

43.6.3. Benzodiazepines – 200 ng/ml

43.6.3.1. Nordiazepam

43.6.3.2. Oxazepam

43.6.3.3. Temezepam

- 43.6.3.4. Lorazepam
- 43.6.3.5. Clonazepam
- 43.6.3.6. Alprazolam
- 43.6.4. Cocaine met. (Benzoylecgonine) – 150 ng/ml
- 43.6.5. Methadone – 100 ng/ml
- 43.6.6. EDDP – 25 ng/ml
- 43.6.7. Opiates:
 - 43.6.7.1. Morphine – 300 ng/ml
 - 43.6.7.2. Codeine – 300 ng/ml
 - 43.6.7.3. 6-acetylmorphine – 10 ng/ml
 - 43.6.7.4. Hydromorphone – 300 ng/ml
 - 43.6.7.5. Oxycodone – 300 ng/ml
- 43.7. Opiate positive screens must be confirmed for codeine, morphine, hydrocodone, hydromorphone, oxycodone, and 6-acetylmorphine.
- 43.8. Benzodiazepine positive screens must be confirmed for nordiazepam, oxazepam, temazepam, lorazepam, clonazepam, and alprazolam.
- 43.9. Outpatient and Residential Treatment programs require a minimum of a four panel screen plus adulterants including creatinine. With established confirmation cutoff:
 - 43.9.1. Amphetamine/methamphetamine – 1000 ng/ml
 - 43.9.2. Cocaine – 300 ng/ml
 - 43.9.3. Opiates – 300 ng/ml
 - 43.9.4. Cannabinoid (THC) at 50 ng/ml; all positive screens quantitated.
- 43.10. All positive screens must be confirmed by GC/MS. Confirmation cutoffs:
 - 43.10.1. Amphetamine/Methamphetamine – 500 ng/ml
 - 43.10.2. MDMA/MDA – 250 ng/ml
 - 43.10.3. Cocaine met. (Benzoylecgonine) – 150 ng/ml
 - 43.10.4. Opiates:
 - 43.10.4.1. Morphine – 300 ng/ml
 - 43.10.4.2. Codeine – 300 ng/ml
 - 43.10.4.3. 6-acetylmorphine – 10 ng/ml
 - 43.10.4.4. Hydrocodone – 300 ng/ml
 - 43.10.4.5. Hydromorphone – 300 ng/ml
 - 43.10.4.6. Oxycodone – 300 ng/ml
 - 43.10.5. TCH: Carboxy-THC – 15 ng/ml
- 43.11. Alcohol testing should be part of the drug testing panel only when the donor is suspect by odor or overt behavior.
- 43.12. Agencies using the service should be able to request substitute combinations of the panel screens at the same unit price.
- 43.13. Contractors shall appropriately retain positive samples for a period of no less than six months or other agreed timelines with agency, after the results have been reported to the agency using the service.
- 43.14. Contractors shall be required to provide a secure chain of custody for handling and processing of specimens. All forms used for specimens shall meet chain of custody requirements for users to be in compliance to a court of law.
- 43.15. Contractors shall have "Test Result Reporting" policies and procedures that are timely and meet the needs of the agency using the service. For all programs, all results communicated other than with original written report will be confirmed by mailing original to agency location within five working days.
- 43.16. Contractors shall provide all necessary supplies for sample collection and transportation of specimens. All locations that have an average pickup of at least five samples per pickup will receive courier service. Schedules for regular pickups will be established according to the individual location needs. For locations which require courier

service, specimens will be picked up Monday through Friday during normal agency working hours or via lock boxes after hours. All other samples will be submitted via prepaid next day delivery mailers. Mailers will conform to any applicable laws and regulations.

- 43.17. Contractors shall provide training and ongoing technical assistance to agencies regarding all requirements for successful collections, proper storage, chain of custody information, preparation of sample and other needed methodology for effective administration of UA technology.

44. CONSIDERATION

44.1. Fee for Service Rates: Except as otherwise provided herein, the Counties shall pay the Contractor for services provided to eligible low income clients at the effective Title XIX rate from the DASA Alcohol and Drug Treatment Outpatient Service Reimbursement Schedule less the client's fee based on the Contractor's Sliding Fee Schedule. Services must be documented in the TARGET system. Only services provided to low income clients approved by the Counties pursuant to the Eligibility Determination process described herein may be billed under this Agreement. The Contractor shall charge all covered Medicaid services provided to Medicaid-eligible clients as Medicaid expenditures through the State's Medicaid payment system.

44.2. Additional Reimbursement Rates: The following services may be billed against this contract:

Outreach (3 hour limit).....	\$25.00 per hour
Interim/Waiting List Individual.....	\$30.00 per visit
Interim/Waiting List Group.....	\$10.00 per visit
Urinalysis	\$10.00 each
ADATSA P-P Administration	\$22.00 per client/month

44.3. Department of Corrections: Compensation for DOC referred services, as described in the Statement of Work, has been established under the terms of RCW 39.34.130, and shall not exceed a total of \$2,750 per offender referred for treatment, unless the limit is revised in writing by the Counties. Fees for services may not be more than the maximum prevailing Title XIX reimbursement rates per DSHS/DASA guidelines.

44.4. Detoxification Services: Compensation for Social Detoxification services as described herein shall be at the set rate basis of \$18,201 per month, or as adjusted in writing by the Counties. Payment shall be made within five days following the end of each service month, subject to the Counties' reasonable rights to withhold payment. The Contractor shall bill their Title XIX contract for Sub-Acute Detoxification Services provided to Medicaid patients pursuant to the terms of their Title XIX contract.

44.5. Involuntary Commitment Service Reimbursement: Effective April 1, 2005, the Counties shall pay the Contractor as follows:

- 44.5.1. the rate of \$300.00 per chemical dependency involuntary commitment evaluation; and
- 44.5.2. the rate of \$450.00 per chemical dependency involuntary commitment court hearing.

45. SPENDING PLAN: Except as otherwise provided herein, all revenues and expenditures shall be allocated and set forth in the 2005-07 Spending Plan. The Spending Plan, and any subsequent revisions, is incorporated herein by reference. The amount of reimbursement under this Agreement shall not exceed the Maximum Award identified in the most recent Spending Plan.

46. ADATSA STIPEND ADVANCE: The Counties shall advance funding to the Contractor to establish an account for disbursing stipend funding to ADATSA clients. Stipend funding shall be maintained in a separate, non-interest bearing account and may be replenished monthly by billing the Counties for the amount of stipend funding disbursed. Periodically, the Counties will review the amount of working capital stipend funding available and may adjust it to a level equal to the amount of two month's worth of reimbursements. Advanced stipend funding shall be returned to the Counties when the Contractor is no longer providing this service.

47. BILLING PROCEDURES: The Contractor shall submit written claims for reimbursements earned on the appropriate forms provided by the Counties on or before the fourth (4th) working day of the month following the month during which services were provided. The Counties will pay the Contractor with County warrants within twenty days following receipt of timely claims for payment. Late claims for payment will be processed during the next routine voucher cycle.

Payment for services and activities shall be made only in accordance with the approved Spending Plan.

48. PAYMENT PROVISIONS

- 48.1. **Shared Cost:** The Contractor shall document and provide "agency match" of at least 15% of the funding provided in this Agreement pursuant to RCW 70.96A.047. The contribution shall comply with the provisions of the Code of Federal Regulations, Title 45, Part 74, sub-part "G" (Cost Sharing or Matching). Fees collected from clients may be documented and used to meet this cost sharing requirement. Title XIX funding collected for services to indigent clients may not be used to meet this cost sharing requirement.
- 48.2. **Service Availability:** The Contractor shall monitor expenditures against the Spending Plan and adjust service levels to eligible clients in such a manner to ensure availability of services throughout the entire term of this Agreement. If necessary, the Contractor shall limit access to services and make use of waiting lists for this purpose, or refer clients to another provider with sufficient low income funding. The Counties expressly reserve the right to limit reimbursement for services provided to low income adult clients if it determines that the Contractor will not have sufficient funding remaining in its Spending Plan to maintain services at its average rate over the remainder of the period of the Agreement.
- 48.3. **Right to Withhold Payment:** The Counties expressly reserve the right to withhold payment in whole or in part when:
- 48.3.1. the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
 - 48.3.2. the Contractor fails to maintain its reporting obligations under this Agreement;
 - 48.3.3. when claims for payments are inconsistent with the terms and conditions of this Agreement; or
 - 48.3.4. when the Contractor breaches this Agreement or violates any city, county, state or federal rule, regulation or law.
- 48.4. **Overpayments/Duplicate Payments:** The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the Counties, the Contractor shall promptly reimburse the Counties in the amount of the duplicate payment. The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian, or attorney of the client, or any other person, for service provided under this Agreement, other than those specifically authorized by this Agreement. In the event the Contractor charges or accepts prohibited remuneration, the Counties shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged. Any violation of this provision shall be deemed a material breach of this Agreement.
- 48.5. **Reductions in Funding:** The Counties expressly reserve the right to modify or terminate this Agreement if the funding it receives from the State for contracted services is withdrawn, reduced or limited. The Counties may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The Counties shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.
- 48.6. **Additional Remuneration Prohibited:** The Contractor shall not charge or accept additional fees from any client, relative, or any other person, for services provided under this Agreement other than those specifically authorized by DASA or the Counties. In the event the Contractor charges or accepts prohibited fees, DASA shall have the right to assert a claim against the Contractor on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Agreement.

49. TITLE XIX SERVICES

- 49.1. **Title XIX Contract:** The Contractor shall obtain and maintain a Chemical Dependency Treatment Title XIX contract with the Department of Social and Health Services and provide a copy of the signed DSHS Provider Agreement to the Counties. The Contractor shall not charge the Counties for covered Medicaid chemical dependency treatment services for Medicaid-eligible clients as non-Medicaid expenditure. Any such charged and paid expenditure under this Agreement shall constitute an overpayment.
- 49.2. **Title XIX Match Pool Funds:** The Counties will establish a "match pool" of state funding to be used as matching funds for services billed by the Contractor against its Title XIX contract with the State. All services provided to indigent (Medicaid) clients shall be billed against the Contractor's separate Title XIX contract. Title XIX matching funds are deducted from the "match pool" at a rate established by the DSHS. Services to Title XIX clients are given a priority over services to low income clients. The Counties may adjust the Spending Plan to reduce, or increase, funding allocated for low income services as needed to regulate the amount of funding available for Title XIX match.
- 49.3. **Title XIX Record Keeping:** The Contractor shall comply with all requirements of the Title XIX contract, including maintenance of a written recommendation for chemical dependency treatment services signed by a licensed health care practitioner functioning within his/her scope of practice under state law. Written recommendations from the following health care practitioners are presumed to be within their scope of practice under state law: physicians, osteopaths, naturopaths, physician's assistances, osteopathic physicians assistants, certified nurse practitioners and registered nurses. If a physical examination is required by state regulation, the examining physician or licensed health care practitioner shall sign the recommendation. Documentation of written recommendations shall be maintained in the client files.

50. UNALLOWABLE COSTS: The following costs are considered Unallowable Uses of Federal Funds for this Agreement:

- 50.1. Costs of hospital inpatient services;
- 50.2. Cash payments to clients;
- 50.3. Purchase or permanent improvement of lands or facilities without written approval from DASA and the federal granting authority;
- 50.4. Purchase of equipment with a cost of more than \$5,000 without written approval from DASA and the federal granting authority;
- 50.5. Costs used as cost-sharing or matching for other federal funds requiring non-federal matching funds;
- 50.6. Carrying out any program of distributing sterile needles for the hypodermic injection of any illegal drug, or distributing bleach for the purpose of cleansing needles for such hypodermic injection;
- 50.7. Carrying out any testing for the etiologic agent for Acquired Immune Deficiency Syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling;
- 50.8. Services in a correctional setting, whether state, county, city, adult or juvenile;
- 50.9. The salary for an individual in excess of \$120,000 per year pursuant to Section 213 of P.L. 101-517;
- 50.10. Lobbying activities or an attempt to influence the award of any Federal contract, grant, loan, or cooperative agreement;
- 50.11. Youth tobacco enforcement.

51. REPORTING REQUIREMENTS

- 51.1. TARGET Information System:** The Contractor shall participate fully and completely in the DASA Management Information System (TARGET), or its successor, as prescribed by DASA. To assure this capability, the Contractor must have a functional personal computer using a Windows operating system (NT Workstation 4.0, Windows 2000 Workstation, or Windows XP or above) that has a connection to the Internet. The Contractor must have at least one trained primary and one trained backup data operator who have a functional Universal Serial Bus (USB) token protected high security level digital certificate from the State of Washington Certification Authority (Digital Signature Trust) and registered for TARGET access. The Contractor shall implement procedures to ensure that since the digital certificate is issued to an individual staff member (not to an agency), there should be no sharing of digital certificates, pass phrases or TARGET logon information. The Contractor shall notify DASA, in writing, of staff who arrive or depart and need access to TARGET data. Computers that access TARGET are to be located in secure areas away from general public viewing and traffic. The Contractor must have access to the technical expertise necessary to keep these resources operational. The Contractor may enter into a Qualified Service Agreement with another organization to meet these contract reporting requirements. Participation shall include the prompt and orderly submission of all required data, completed in the detail and submitted in the manner and time frames prescribed by DASA and/or the Counties, including timely discharge and closure records. Generally, prompt submission means data will be entered by the tenth calendar day of the month following the month of services. Documentation of a pattern of failure to comply with this expectation may result in corrective action requirements and/or the withholding of funds. The Contractor shall submit TARGET reports requested by the Counties upon request.
- 51.2. TARGET Reconciliation:** The Contractor shall reconcile data in TARGET to ensure all data on services provided have been entered into TARGET.
- 51.3. TARGET Documentation:** The Contractor shall submit a copy of the TARGET report documenting the services billed to the Counties, attached to each billing voucher.
- 51.4. Client Eligibility Requests:** The Contractor shall submit Client Eligibility Requests at least once per week to the Counties for eligibility approvals.
- 51.5. Quarterly Service Narratives:** The Contractor shall provide, on a quarterly basis in a format prescribed by the Counties, a narrative description of efforts taken to expand services to ethnic minorities and other underserved populations, treatment outcomes, system collaboration and other information required by the Counties.
- 51.6. Subcontractor Certification Documentation:** The Contractor shall provide current certification documentation when requested by the Counties which includes, but is not limited to, a list of the Board of Directors, bylaws, articles of incorporation, mission statement, organizational chart, staff resumes, certificates of insurance, audit, licenses and certifications, and policies and procedures.
- 51.7. DOC Reporting:** The Contractor shall provide a report of all Department of Corrections services provided in a format provided by the Counties. The report shall include the identify of the referred offender; the type and number of hours of service provided; the amount billed and the total cost of services provided to date.
- 51.8. Outreach Logs:** The Contractor shall maintain a log of Outreach Services that shall be made available to the Counties during on-site monitoring visits or upon request.
- 51.9. Client Satisfaction Surveys:** The Contractor shall participate in the DASA Statewide Client Satisfaction Survey process. The Contractor shall request a copy of its results and provide a copy to the Counties. The Counties may use the results of the survey as part of the on-site monitoring evaluation.
- 51.10. Client Files:** All client files shall include:

- 51.10.1. the client intake/evaluation, including the initial treatment plan. The treatment plan shall include a summary of the client's needs and problems, the type, frequency and purpose of planned services, and the expected duration of treatment;
- 51.10.2. treatment notes written by the counselor which describe the treatment which occurred during the therapy sessions, as well as any changes in the plans made for subsequent sessions. Those changes must be consistent with the goals for treatment. Notes should be entered for each individual and/or group session and include, at a minimum, the date, signature of counselor and duration of each session;
- 51.10.3. a periodic treatment review conducted in accordance with WAC 388-805, or as amended, for the purpose of ensuring the treatment objectives remain appropriate to the needs of the client. This review shall be conducted, signed and dated by a qualified counselor;
- 51.10.4. documentation of case conferences, staffing or significant collaborative contacts; and the closing or discharge summary.
- 51.10.5. any and all other information generated pursuant to this Agreement that would assist in any way the treatment of the client pursuant to this Agreement.

52. PROGRAM STANDARDS AND GUIDELINES: In consideration for any funding awarded in this Agreement, the Contractor shall provide the services according to the following standards and guidelines:

- 52.1. DCFS Services:** The Contractor shall provide outpatient treatment related services and childcare services for clients referred from the Division of Children and Family Services (DCFS) in such a manner as to maintain access to and use of chemical dependency services by this population. The Contractor shall maintain a written working agreement with the local offices of DCFS which addresses the working relationship and, at a minimum, access, referral processes and confidentiality issues. The Contractor shall provide a copy of the working agreement to the Counties on or before July 30, 2005.
- 52.2. TANF Services:** The Contractor shall provide services to TANF adults, including treatment related services and child care services, for clients of the Department of Social and Health Services' Community Services Office (CSO) designated as TANF. Services to TANF clients shall comply with the guidelines entitled: "Procedures and Implementation of Chemical Dependence Services for WorkFirst Clients," printed by the Division of Alcohol and Substance Abuse. Services to TANF clients shall include the appropriate code in the TARGET system.
- 52.3. SSI Services:** The Contractor shall provide services to recipients of SSI grants. SSI recipients have a "S01" designation on the upper right-hand corner of their Medical Assistance Identification (MAID) card. Services to SSI clients are billed to the Contractor's Title XIX contract and TARGET reporting for these services must include the appropriate SSI code.
- 52.4. Service Standards:** All services provided under this Agreement shall meet the standards set forth in RCW 70.96A and 74.50, WAC 388-805, or its successor, 42 CFR Part 2, the provisions of this Agreement, and all other applicable state and federal regulations.
- 52.5. Low Income Services:** The Contractor agrees to regulate the level of services provided to eligible clients to provide low income services throughout the time period of this Agreement. This may result in the necessity of treating a limited number of county-funded clients at times and establishing a system of deferring treatment dates for eligible clients. At all times, Title XIX clients shall have priority for services before low-income clients.

53. ADATSA CLIENT SERVICES: The Contractor may provide ADATSA treatment, living stipends, protective payee, and other treatment support services to ADATSA eligible individuals per WAC 388-800, WAC 388-805 and the ABCs of ADATSA, as amended.

- 53.1. Caseload Monitoring:** The Contractor shall monitor and control admissions and caseloads to ensure that services are available throughout the biennium. Services should not exceed the proportionate levels of contracted funds available for treatment services and living stipends. If necessary, the Contractor may utilize waiting lists to ensure that the use of available treatment and living stipend resources are responsive to demand, both in terms of the average monthly demand and the total biennial demand. Because an outpatient client who is discharged in the middle of the month may use an entire month of living stipend, the Contractor shall establish internal controls to assure outpatient client caseloads correlate with the overall ADATSA living stipend resources available to these clients.
- 53.2. Eligibility:** Eligibility for services shall be limited to persons determined financially eligible for ADATSA by the CSO, assessed and referred for care as an ADATSA client by the Counties Assessment Center and approved by the Counties.
- 53.3. Community Linkages:** The Contractor shall establish linkages with Private Industry Councils (PICs), Employment Security Offices and other organizations providing employment services, or shall itself establish services or service contracts as necessary, to provide employability assessments, job seeking motivation and assistance services, job club support groups, and ancillary transportation as required.

53.4. Admissions and Discharges: The Contractor shall report all admissions and discharges to the CSO and the Counties' Assessment Center, in writing, within five days of admission or discharge.

53.5. Living Stipend Services: The Contractor shall serve as the Protective Payee (P-P) for living stipends of clients admitted into treatment. Living stipends shall be made available to clients in accordance with the current version of The ABC's of ADATSA. Living stipends are for basic needs, such as food, shelter, utilities, clothing and personal care items, expended on behalf of the client receiving ADATSA outpatient treatment services. Use of stipend funds for the P-P's personal or business use is a crime. The Contractor shall maintain a separate accounting record of stipend expenditures for each client which contains, at a minimum, the following information:

Client:					CLIENT INITIALS
DATE	DESCRIPTION	REVENUE	EXPENSE	BALANCE	
9/3/03	Rent		\$150.00	(\$150.00)	
9/3/03	Food		\$60.00	(\$210.00)	
9/10/03	Personal/Incidentals		\$10.00	(\$220.00)	
9/10/03	Utilities		\$48.00	(\$268.00)	
9/30/05	Reimbursement from Counties		\$268.00	\$0.00	
Certified by: _____ (P-P Signature)				Date: _____	

54. GENERAL ADULT TREATMENT SERVICES: Within available funding, the Contractor may provide chemical dependency treatment services to general adult clients who meet the low income eligibility requirements described herein and who are approved for services by the Counties pursuant to the Eligibility Determination section of this Agreement. Services must be provided in accordance with WAC 388-805.

55. CHILDCARE SERVICES

55.1. Eligibility: Childcare services shall be available and delivered to parenting clients receiving chemical dependency assessment and treatment services. Childcare may be provided for those clients while attending treatment sessions, twelve step support groups, parenting education activities, and other supportive activities when such activities are recommended as a part of the recovery process, and noted in the client's treatment plan, and approved by the Counties.

55.2. Services: The Contractor shall inform all parenting recipients of treatment services that child care services are available and offer such services while the client is participating in treatment. Documentation regarding the offer and parent acknowledgment of such offer shall be maintained in the client's file. All off-site childcare services (with the exception of care provided in the child's or relative's home) shall be delivered by childcare providers licensed or certified by the Division of Children and Family Services (DCFS) and Economic Services Administration in accordance with WAC 388-150, 388-155, 388-295 and 388-296. Childcare provided on a treatment site shall be licensed per WAC 388-151, 388-155, 388-295 and 388-296 while the parent(s) is/are absent from the premises; i.e., the treatment services are provided at a site different from the childcare services. When on-site childcare is not available, substance abuse treatment counselors shall provide the parent with information to assist the parent in making a responsible decision regarding the selection of an off-site childcare provider. The counselors shall provide parents selecting childcare services with: (a) DSHS publication #DSHS 22-516X, "Choosing Child Care: A Consumer Guide for Parents;" (b) provide parents utilizing in-home care with DSHS Publication #DSHS 22-223(X), "A Guide to In-Home/Relative Child Care; and (c) supply the parent with written verification indicating the location of the child care services; the number of hours and length

of child care authorization; and the payment process for the type of care selected. Copies of the DSHS publications are available at the DSHS Warehouse, or they can be requested by e-mail at dshsfpw@dshs.wa.gov, or by fax at 360-664-0597, or by mail request to PO Box 45816, Olympia, WA 98504).

55.3. **Billing System:** The Contractor shall implement an authorization and billing system consistent with their child care plan and inform all parties of the system for authorization, child care delivery, reimbursement and program monitoring.

55.4. **Release of Information:** The confidentiality of clients utilizing childcare services shall be maintained according to the federal confidentiality regulation 42 CFR, Part 2. This may result in the need for a release of information and/or qualified service organization agreement.

56. PREGNANT, POSTPARTUM AND PARENTING WOMEN'S SERVICES

56.1. **Eligibility:** Women are eligible for these services while pregnant, postpartum, or parenting dependent children, including women who are attempting to regain custody of their children under DSHS supervision. Dependent children means children who are 17 years of age or younger, or through age 20 if enrolled in school, for whom the woman is legally and financially responsible. In the case of pregnant women with no other dependent children, services may continue to be provided from funding under this Agreement for up to one year post delivery, regardless of birth outcome, adoption or foster care placement of children. All women shall be screened to determine potential eligibility for financial aid through DSHS (ADATSA, SSI, GA-U or TANF), and be referred to a DSHS Community Service Office immediately for financial and medical eligibility determination.

56.2. **Service Requirements:** Pregnant, postpartum and parenting women appropriate for comprehensive outpatient care (based upon their assessment) shall be admitted for services within 7 days of their request for such services. Services shall take into consideration a full continuum of care in accordance with WAC 388-805. Services shall include a referral for prenatal care (if applicable) and include, but not be limited to, outreach activities, clinical evaluations, individual and group therapy for the primary client and her family or significant others, remedial parenting instruction, guidance counseling, and alcohol/drug abuse and self-help related educational information. If the Contractor does not have the capacity to admit the woman to comprehensive treatment immediately, the Contractor shall immediately make interim services available. Services to family or significant others of a person currently not in treatment are not included in this category. Women actively using substantial amounts of alcohol or other substances in any stage of pregnancy shall be assessed as priority for placement in an intensive inpatient treatment program or a Chemical Using Pregnant (CUP) detoxification facility and immediately referred to the ADATSA Assessment Center for such placement. **The Contractor shall, whenever possible, assign female counselors as primary counselor for parenting women.**

56.3. **Staff Training:** The Contractor shall make available training to ensure treatment staff receives information/education for addressing the specific issues related to pregnant, postpartum, and parenting women. The Contractor shall document all such training.

57. YOUTH OUTPATIENT SERVICES

57.1. **Eligibility:** Within available funding, the Contractor may provide services to youth ages 10 through 20 that meet the financial and eligibility standards for publicly funded chemical dependency treatment services. Funding under this Agreement may also be used for family support services. Clients under age 10 may be served with the approval of the Counties. The age of consent to outpatient treatment for youth is 13 years of age. The Contractor shall screen all youth for Title XIX financial eligibility and refer them to the local DSHS Community Services Office for Title XIX eligibility determination if the financial screen so

warrants. Youth who are ineligible for Title XIX must have their ineligibility documented within the patient case file.

- 57.2. **Service Requirements:** Youth outpatient services shall include treatment appropriate for substance abuse disorder in addition to treatment for substance dependency. Services shall address the needs of those youth waiting for placement in youth residential treatment, and those youth requiring continuing care (aftercare) following youth residential treatment. Outpatient programs shall be involved in the continuum of services and treatment planning for youth in residential treatment programs. Urinalysis (UA) is an allowable cost only within the context of a treatment plan and not to exceed four UA's in a 31-day period of time per client.
- 57.3. **Service Limitations:** The number of participants in group therapy sessions shall be limited to a maximum of eight (8) youth per group.
- 57.4. **Outreach Services** may be provided as a youth outpatient treatment related cost, but outreach contacts may not be counted toward outpatient clients served or hours of outpatient treatment services provided.
- 57.5. **EPSDT Services:** The Contractor shall make every effort to ensure that youth making application for services receive the full benefit of the DSHS Early Periodic Screening, Diagnosis, and Treatment Program by referring youth who have not previously received an EPSDT health screen to an EPSDT primary health care provider for such services.

58. CRIMINAL JUSTICE TREATMENT ACCOUNT SERVICES: The Contractor may provide alcohol and drug outpatient treatment services per RCW 70.96A to individuals with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges, and to nonviolent offenders within a drug court program as defined in RCW 70.96A.055 and RCW 2.28.170. Services may include screening tests (UA screen/breathalyzer testing) limited to no more than eight tests per month for each client. All CJTA clients must be screened for Title XIX financial eligibility and referred to the local DSHS Community Services Office (CSO) for Title XIX eligibility determination if the financial screen so warrants. The Contractor shall report services to these individuals in TARGET using the appropriate code designation.

59. STATE DRUG COURT SERVICES: The Contractor may provide alcohol and drug outpatient treatment services to nonviolent offenders within a drug court program as defined in RCW 70.96A.055 and RCW 2.28.170. All Drug Court clients must be screened for Title XIX financial eligibility and referred to the local DSHS Community Services Office (CSO) for Title XIX eligibility determination if the financial screen so warrants. The Contractor shall report services to these individuals in TARGET using the appropriate code designation.

60. BYRNE DRUG COURT SERVICES: The Contractor may provide alcohol and drug outpatient treatment services to nonviolent youth offenders within a Youth Drug Court program as defined in RCW 70.96A.055 and RCW 2.28.170. Services may include screening tests (UA screen/breathalyzer testing) limited to no more than eight tests per month for each client. Clients who are funded for services with Byrne Grant funds are not eligible for Title XIX reimbursement. The Contractor shall report services to these individuals in TARGET using the appropriate code designation.

61. WAITING LIST INTERIM SERVICES

- 61.1. **Service Description:** Within available funding, the Contractor shall provide waiting list interim services to appropriate individuals until they are admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of substance abuse, promote the health of the individual, and reduce the risk of transmission of disease.

61.2. **Service Requirements:** Waiting List Interim services must include, but are not limited to, screening to determine any acute client needs and to confirm client eligibility for comprehensive services; counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur; counseling for pregnant women on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care; referral to other health services (such as HIV or TB treatment services if necessary) and social services depending on the person's apparent needs; periodic contacts with the person in individual or group settings to provide supportive counseling and to provide update information regarding treatment availability; and development of a service plan which includes proposed services and target dates.

61.3. **Plan Record:** A waiting list interim services plan record must be opened on all persons receiving waiting list interim services. The plan must include, at a minimum, an application form that includes "client master data" consisting of the applicant's full name, birthdate, gender, race (including Spanish/Hispanic origin), social security number, address and telephone number; an indication of the client's priority group; a service plan noting proposed treatment modalities and tentative treatment date(s); and a record of all contacts and specific referrals. The Contractor must enter the "client master data" and the priority group notation into the DASA management information system and report ongoing contacts as service hours under "Interim Services" in the same.

62. **DETOXIFICATION:** The Contractor shall provide detoxification services to persons in programs approved in accordance with WAC 388-805, or its successor, RCW 43.43.830, RCW 43.43.842 and any other applicable regulations or guidelines.

62.1. **Service Description:** Social detoxification services are for eligible clients specifically determined to be in need of such services until the immediate physical signs of withdrawal are reasonably absent. Services shall be available 24 hours per day, 7 days per week, 365 days per year, and meet clinical standards per the DASA approved procedures manual, including, but not limited to, blood alcohol and blood pressure screening, physical exams, clinical evaluations, laboratory, individual or group therapy, family consultation and referral services. Standing orders, patient transfer agreements and procedures shall be adopted and exercised to facilitate these requirements. The Contractor shall establish a protocol on how to deal with methadone clients who need detoxification from other substances.

62.2. **Facility Administration:** The Contractor shall manage the Counties' twelve (12) bed detoxification facility located at 1020 South 7th in Pasco, Washington. Management of the facility includes, but is not limited to, hiring and supervision of staff to operate the Detox facility on a 24-hour basis and provide detoxification services for the clients occupying beds; providing indirect administration for the operation; and payment for all costs of operation of the facilities, including utilities, purchasing supplies, etc. Reasonable costs which are not routine to the operation of the Detox facility, such as the purchase of new equipment/appliances and repairs to the building, may be paid by the Counties from funding other than that included in this Agreement for the operation of the Detox facility, upon approval by the Counties.

62.3. **Collaboration:** The Contractor shall work with the Counties to develop agreements with neighboring counties and/or Regional Support Networks to serve clients from those communities. The Contractor shall collaborate with Benton Franklin Counties' Crisis Response Unit to serve appropriate referrals evidencing chemical detoxification needs and certain mental disorders. The Counties may provide close support through the Crisis Response Unit's mental health staff when reasonably needed.

63. **INVOLUNTARY COMMITMENT PROCESS:** The Contractor shall be designated by the Counties as a designated county chemical dependency specialist to investigate and evaluate

specific facts alleging that a person is incapacitated as a result of chemical dependency. If it is determined that the facts are reliable and credible, the specialist may file a petition for commitment of such a person with the superior or district court. In accordance with RCW 70.96A.140, the involuntary commitment process shall include the following steps (the process is clearly spelled out in RCW 70.96A.140):

- 63.1. An individual is identified as being chemically dependent, in need of treatment, and meets the criterion of RCW 70.96A.140 if:
- 63.2. the person is chemically dependent and is incapacitated by alcohol or drug addiction, or
- 63.3. the person has twice before in the preceding twelve months been admitted for detoxification or chemical dependency treatment pursuant to RCW 70.96A.11 and is in need of a more sustained treatment program, or
- 63.4. the person is chemically dependent, has threatened, attempted, or inflicted physical harm on another and is likely to inflict physical harm on another unless committed. A refusal to undergo treatment, by itself, does not constitute evidence of lack of judgment as to the need for treatment.
- 63.5. When individuals meet the above criteria, a chemical dependency assessment shall be performed by the designated County Chemical Dependency Specialist (DDCS), or by someone that the CCDS judges to be qualified and appropriate.
- 63.6. If the designated chemical dependency specialist finds that the initial needs of such a person would be better served by placement within the mental health system, the person shall be referred to an evaluation and treatment facility as defined in RCW 71.05.020 or 71.34.020.
- 63.7. If the designated chemical dependency specialist finds that placement in a chemical dependency program is deemed appropriate, then they must determine if placement is available by obtaining a confirmed date of admission prior to filing a petition that alleges the criterion cited above.
- 63.8. The petition shall be accompanied by a certificate of a licensed physical who has examined the person within five days before submission of the petition, unless the person refuses to submit to a medical examination, in which case the fact of refusal shall be alleged in the petition. The certificate shall set forth the licensed physician's findings in support of the allegations of the petition. A physician employed by the petitioning program or the department is eligible to be the certifying physician.
- 63.9. A petition is filed in superior court and a hearing is set for no less than two and not more than seven days after the petition was filed unless "the person petitioned against is presently being detained in a program, pursuant to RCW 70.96A.120, 71.05.210, or 71.34.050, in which case the hearing shall be held within seventy-two hours of the filing of the petition: PROVIDED, HOWEVER, that the above specified seventy-two hours shall be computed by excluding Saturdays, Sundays, and holidays: PROVIDED FURTHER, that the court may, upon motion of the person whose commitment is sought, or upon motion of petition with written permission of the person whose commitment is sought, or his or her counsel and, upon good cause shown, extend the date for the hearing."

64. **DEPARTMENT OF CORRECTIONS SERVICES:** The Contractor shall provide treatment services for offenders referred by the Department of Corrections. Services may consist of screenings, intakes, group and individual counseling on an outpatient and intensive outpatient basis per WAC 388-805 for offenders referred under DOSA or OAA supervision. If an offender has had an assessment completed within the six months preceding the referral, another assessment will not be reimbursed. Results of previous assessments will be provided to the Contractor by the Counties upon referral for treatment by DOC. Referrals will be coded as

Department of Corrections referrals and reported as such on all appropriate reports and for entry into the TARGET the data system. Reimbursement shall be according to published DOC rates.

[illegible]

Agency Match Requirement (15%)	\$ 23,728
Stipend Funding Advance	\$ -

For the Counties:

For the Contractor: Edgar M. Hu 9/23/05
date

Dated: July 1, 2005

CHAPTER ELEVEN – RULES AND REGULATIONS

The county shall provide services under this Agreement in accordance with the following rules and regulations:

I. Code of Federal Regulations

Web Link – <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>

Once at the web page check the box that corresponds to the citation you want then return to the top of the page and click on search.

42 CFR – Confidentiality

45 CFR 96 – Substance Abuse Prevention and Treatment Block Grant

42 CFR, Part 8 – Certification of Opioid Treatment Programs

II. Revised Code of Washington

Web Link - <http://www.leg.wa.gov/rcw/index.cfm>

RCW 18.19 - Counselors

RCW 18.205 – Chemical Dependency Professionals

RCW 18.130 – Regulation of Health Professions – Uniform Disciplinary Act

RCW 26.44 – Abuse of Children

RCW 42 – Conflict of Interest

RCW 43 – As it Relates to Background Checks Required

RCW 46.61 – Reckless Driving, Driving under the Influence, Vehicular Homicide and Assault

RCW 69.50 – Uniform Controlled Substances Act

RCW 70.96A – Chemical Dependency Treatment

RCW 71A – As it Relates to Background Checks Required

RCW 74.34 – Abuse of Vulnerable Adults

RCW 74.50 - ADATSA

III. Washington Administrative Code

Web Link – <http://www.leg.wa.gov/wac>

WAC 246-326 – Alcoholism Treatment Facilities

WAC 388-800 – ADATSA

WAC 388-805 – Certification Requirements for Chemical Dependency Treatment Service Providers

WAC 388-810 – Administration of Chemical Dependency Services

WAC 246-811 – Chemical Dependency Professionals

WAC 246-887 – Pharmacy-Regulations Implementing the Uniform Controlled Substances Act

FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0507-SA-NECC	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Nueva Esperanza Counseling Center to provide Social Detoxification Services for the 2005-07 biennium.

SUMMARY

Award: Maximum consideration for this program will be per the spending plan

Period: July 1, 2005 to June 30, 2007

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- ☒ Sign the resolution to accept the proposed agreement.
- ☒ Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #0507-SA-NECC with Nueva Esperanza Counseling Center and authorize the Chair to sign on behalf of the Board.

FRANKLIN COUNTY TREASURER*Tiffany L. Coffland, Treasurer*

October 13, 2005

Dear Commissioners:

The following Treasurer's Checks are one year old or older and due for cancellation with your authorization.

DATE	CHECK NO.	NAME	AMOUNT
Bank of America			
09-30-2003	19001	Jim Ingram	\$3.80
10-13-2003	19026	C & D Mini Mart	\$67.18
TOTAL			\$70.98

Thank you,

*Tiffany L. Coffland*Tiffany L. Coffland
TreasurerAUTHORIZED BY: Rescinding list approved 10/17/05
OCT. 19, 2005

Frank H. Brock, Chairman

Frank H Brock

Neva J. Corkrum, Chair Pro Tem

Neva J Corkrum

Robert E. Koch, Member

Robert E Koch

EXHIBIT 8
Franklin County Auditor

October 19, 2005

1016 North 4th Avenue
Pasco, WA 99301

ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

October 19, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, October 19, 2005,
Move that the following warrants be approved for payment:



FUND <u>Expenditures</u>	WARRANT <u>Range</u>	AMOUNT <u>Issued</u>
Current Expense	47371	\$55.00



In the amount of **55.00**. The motion was seconded by
And passed by a vote of **3** to **0**.