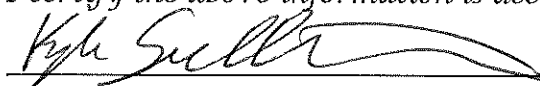


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 10/19/2021	PREPARED BY: Mari Clark
Meeting Date Requested: October 26, 2021	PRESENTED BY: Click here to enter text.
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Execute Agreement #PSA-2021/22-Adolphsen-00	
FISCAL IMPACT: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 191, the millage account, for a consideration of \$2,263.16.	
BACKGROUND: Benton County would like to re-contract with Sharon Adolphsen to provide services as the Benton & Franklin Counties Parent Coalition Coordinator to provide support to raise community awareness of the needs of individuals with developmental disabilities.	
RECOMMENDATION: <ul style="list-style-type: none">• Sign the Resolution to accept the proposed Grant Agreement• Approve the proposed Grant Agreement by signing all the copies where indicated	
COORDINATION: Jennifer Johnson, Franklin County Prosecuting Attorney's Office Kyle Sullivan, Manager Benton County DHS Mari Clark, Program Specialist Benton County DHS	
ATTACHMENTS: (Documents you are submitting to the Board) <ol style="list-style-type: none">1. 2- Original Grant Agreement: (1) Human Services, (1) Franklin County2. 2- Original Resolution: (1) Human Services, (1) Franklin County	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) <ol style="list-style-type: none">1. Franklin County Commissioners' Office- Karin Milham, Administrative Assistant2. Benton County Department of Human Services- Mari Clark, Program Specialist	

I certify the above information is accurate and complete.

 Name, Title
Human Services Manager

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

**EXECUTE PROFESSIONAL SERVICE AGREEMENT #PSA-2021/22-
ADOLPHSEN-00 TO CONTINUE AS THE BENTON & FRANKLIN
COUNTIES PARENT COALITION COORDINATOR.**

WHEREAS, Benton County Department of Human Services would like to re-contract with Sharon Adolphsen as the Benton & Franklin Counties Parent Coalition Coordinator to raise community awareness of the needs of individuals with developmental disabilities; and

WHEREAS, the Agreement will begin on July 1, 2021 and will end on June 30, 2022 in the total consideration amount of two thousand two hundred sixty three dollars and sixteen cents (\$2,263.16); and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves executing the Agreement #PSA-2021/22-Adolphsen-00 between Benton County Department of Human Services for Franklin County and Sharon Adolphsen; and

APPROVED this day of 2021.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

Benton County
DEPARTMENT OF HUMAN SERVICES
Professional Services Agreement #PSA-2021/22-Adolphsen-00

This Agreement is made and entered into by and between **Franklin County**, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Sharon Adolphsen**, an individual, residing at PO BOX 4575, West Richland, WA 99353(hereinafter "Contractor").

Counties Contact Information
 Kyle Sullivan, Manager
 Department of Human Services
 7102 W. Okanogan Pl, Suite 201
 Kennewick, WA 99336
 Phone: 509.783.5284
 Fax: 509.783.5981
 Email: kyle.sullivan@co.benton.wa.us

Contractor Contact Information
 Sharon Adolphsen, Coordinator
 Parent Coalition
 PO BOX 4575
 West Richland, WA 99353
 Phone: 509.967.0971
 Email: keithnsharon@frontier.com

Agreement Start Date July 1, 2021
 Agreement End Date..... June 30, 2022

Consideration\$2,263.16

- Exhibits incorporated into this Agreement
 Exhibit "A" – Budget Worksheet
 Exhibit "B" – Parent Coalition Services Invoice
 Exhibit "C" – Travel Policy
 Exhibit "D" – Documentation Detail

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understanding 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

Sharon Adolphsen 10/13/2021
 Sharon Adolphsen, Coordinator Date

Franklin County:

 Franklin County Commissioners Date

 Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:


 Department of Human Services


 Franklin County Prosecutor's Office

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

1. **Purpose:** This Agreement serves to provide support to the local Parent Coalition, a group formed to provide the parents, families and caregivers of people with disabilities support, information and education surrounding services provided to those individuals.
2. **Agreement Documents:** This Agreement consists of the terms and conditions described herein
3. **Duration of Agreement:** The term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022, unless terminated sooner as set forth herein. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than expiration date.
4. **Services Provided:** The Contractor shall facilitate and support a Parent Coalition group which will serve to raise community awareness about the capacities and needs of individuals with developmental disabilities, serve as a resource to explain how the developmental disability service system works, and provide advocacy, education, and organization to parents, family members, guardians and other care providers, thus enabling them to become effectively involved in the delivery of services for individuals with developmental disabilities in Benton and Franklin Counties.
 - 4.1. **Administrative Support:** In regards to administrative support of the Parent Coalition the Contractor shall:
 - 4.1.1. Provide administrative support, such as office space, phone access, supplies, mailing and copying systems, support for grant applications, and other needs of the Parent Coalition to carry out their functions.
 - 4.1.2. Be a parent or family member of an individual with developmental disabilities and who has lived with and has been a primary caregiver of the person.
 - 4.1.3. Develop and maintain a data-base including contact information for interested families and issues and concerns they have expressed. The Parent Coalition Coordinator will communicate with the County regarding the current issues that are of interest or concern to the Coalition members.
 - 4.1.4. Distribute relevant information from federal, state, and local policy makers, government agencies, and other relevant entities to families of persons with developmental disabilities on issues that might affect them.
 - 4.1.5. Ensure that the Counties receive copies of all relevant correspondence and mailings issued by the Parent Coalition.
 - 4.1.6. Provide written material concerning the purpose and function of the Parent Coalition to be distributed and available for reference.
 - 4.1.7. Meet regularly with the County to advise on issues and concerns that have been expressed by the parents, families, guardians and caregivers of Benton and Franklin Counties concerning services for people with developmental disabilities.

- 4.2. Advocacy:** In providing advocacy for the parents, families, guardians and caregivers of people with developmental disabilities in Benton and Franklin Counties the Contractor shall:
- 4.2.1.** Assure the Parent Coalition's autonomy as a separately functioning entity in its efforts to support families and give the Coalition an independent voice in the community and public policy arena.
 - 4.2.2.** Assure the activities performed by the Coalition will advocate for the community as a whole and will not promote any individual program or agency or personal opinion.
 - 4.2.3.** Coordinate the creation and maintenance of an advisory board whose role is to provide guidance and oversight regarding the activities and operation of the Coalition. The committee will assist in devising strategies for meeting and evaluating outcomes of the project.
 - 4.2.3.1.** Members of the advisory board shall not be in contract with the Counties and/or receive financial compensation from the Counties in regards to services for people with developmental disabilities.
 - 4.2.4.** Coordinate and execute a legislative education forum once per year in which local law makers and elected officials have the opportunity to hear from parents, families, guardians and care givers of people with disabilities concerning services that they receive.
 - 4.2.5.** Assure the parent/family point of view will be represented at public forums, County Board meetings, legislative hearings, other policy formation settings and in local community organizations.
 - 4.2.6.** Provide leadership and work as a liaison for parents with community groups, policy makers, and stake holders.
 - 4.2.7.** Participate the statewide Parent Coalition and serve as the spokesperson for the parents and families of Benton and Franklin Counties.
 - 4.2.8.** Participate the statewide Community Advocacy Coalition as the representative from the Parent Coalition and participate in the activities of this group.
 - 4.2.9.** Meet as needed with legislators during legislative session to serve as an educational resource concerning any pending or current legislative activity. The function of these meetings will be to provide the legislators with any relevant information and to ensure that the views of the parents, families, guardians and care providers of people with disabilities are represented to the appropriate elected officials.
 - 4.2.10.** Participate any meetings held by service providers of people with developmental disabilities in which those agencies will be providing parents, family members, guardians and care providers with information concerning services and ensuring that those affected by any changes are aware of and understand the changes that are being discussed, if invited.
 - 4.2.11.** Coordinate no less than one (1) annual advocacy training session for parents, family members, guardians, care providers. These training sessions should focus

on empowering those in attendance to advocate for the needs of those that they support as well as services as a whole.

4.3. Education: In providing education and information to the community at large as well specifically to parents, family members, guardians and care providers of people with developmental disabilities the Contractor shall:

- 4.3.1. Provide outreach and education to local community organizations regarding developmental disabilities issues, emphasizing the need for inclusion of individuals with disabilities in all aspects of community life. Ensure that outreach and community efforts include diverse cultural communities.
- 4.3.2. Demonstrate efforts to provide outreach to the rural areas of Benton and Franklin Counties.
- 4.3.3. Distribute relevant information from federal, state, and local policy makers, government agencies, and other relevant entities to families of persons with developmental disabilities on issues that might affect them.
- 4.3.4. Recruit, train and support Coalition members to become active participants on local boards, commissions, neighborhood associations, school advisory groups, etc., including generic community groups in addition to groups that have a special focus on disability issues.
- 4.3.5. Provide education to Parent Coalition members on local supports available to meet the needs of their family members with developmental disabilities, provide guidance to families in understanding the developmental disabilities service system and in the use of natural supports in their communities.

4.4. General Activities: In all activities concerning the work outlined in this Agreement, the Contractor shall:

- 4.4.1. Perform the work specified in this Agreement according to standard industry practice.
- 4.4.2. Complete work in a timely manner and in accordance with the schedule agreed by the parties.
- 4.4.3. Participate in an annual on-site monitoring of previous years services with the County.

5. Agreement Representatives: Each party to this Agreement shall have a contract representative and his or her designee. Each party may change its representative upon providing written notice to the other party. The parties' representatives are identified on the first page of this Agreement as "contact information".

6. Compensation:

6.1. County shall reimburse the Contractor by providing compensation for the performance of activities described in the Services Provided provision of this Agreement and in accordance with Exhibit "A". The maximum compensation for services provided shall be as follows:

- 6.1.1. Millage Compensation for Coordinator time and effort and expenses for any service that is related to educating legislators on local issues and services will be billed under millage fund. The total services that will be reimbursed under millage

funds will not exceed twenty-five percent of the contract total. Total millage allowed annually will not exceed \$2,263.16.

- 6.2. The Contractor shall, in accordance with the Compensation provisions of this Agreement, submit invoices to the Counties' representative not more than once per month during the progress of the work for partial payment of the work completed to date. The Contractor shall use Exhibit "B" – Parent Coalition Services Invoice when submitting for reimbursement. The Contractor shall submit Exhibit "B" to request reimbursement by the tenth (10th) day of the following month of the month services were provided. The Counties shall pay the Contractor for work completed in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
 - 6.3. The Contractor shall submit Exhibit "D" Documentation Detail recording the daily detail of the Parent Coalition Services provided with the Parent Coalition Service Invoice to receive reimbursement each month.
 - 6.4. The Contractor shall not be paid for services rendered under this Agreement unless and until they have been performed to the satisfaction of the Counties' representative.
 - 6.5. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and such failure has not been cured within ten (10) days following notice from the Counties, the Counties' representative may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Agreement means faithfully fulfilling the terms of this Agreement with variances only for technical or minor omissions or defects.
 - 6.6. Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Agreement or after its termination.
7. **Amendments and Changes in Work:**
- 7.1. In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
 - 7.2. No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by both parties' authorized representatives. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.
8. **Hold Harmless and Indemnification:**
- 8.1. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

- 8.2. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.
- 8.3. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

9. **Insurance:**

- 9.1. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of 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, 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.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.

Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities.

Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- 9.2. Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the Counties, both Benton County and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the Counties.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

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

- 9.3. Automobile Liability:** The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

9.4. Other Insurance Provisions:

- 9.4.1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- 9.4.2. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- 9.4.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- 9.4.4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 9.4.5. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- 9.4.6. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- 9.4.7. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement shall be written on an Occurrence Policy form.

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

- 9.5.1. The Contractor shall furnish the Counties with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
- 9.5.2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties, both Benton County and Franklin County, as additional insureds.
- 9.5.3. Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.
- 9.5.4. If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Worker's Compensation Representative, to send written verification to Benton County that the Contractor is currently paying worker's compensation.
- 9.5.5. All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
Franklin County Prosecuting Attorney's Office
Attn: Risk Manager
1016 N. 4th Avenue

- 9.5.6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.
- 9.5.7. If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

10. Termination:

- 10.1. The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Agreement.
- 10.2. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.
- 10.3. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Agreement. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.
- 10.4. The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

11. Assignment, Delegation and Subcontracting

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

12. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
13. **Independent Contractor:**
 - 13.1. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
 - 13.2. The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Compensation Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties' benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.
 - 13.3. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
 - 13.4. The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.
 - 13.5. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.
14. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
15. **Inspection of Books and Records:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. The Contractor shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.
16. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.
17. **Ownership of Materials/Works Produced**
 - 17.1. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Agreement, it does so

at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

17.2. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

18. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.
19. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' contract representative or designee. All rulings, orders, instructions and decisions of the Counties' contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.
20. **Confidentiality:** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Agreement, except upon the prior written consent of the Counties' authorized representatives or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.
21. **Choice of Law, Jurisdiction and Venue:**
- 21.1. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 21.2. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.
22. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.
23. **Severability**
- 23.1. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 23.2. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict

therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
25. **Notices:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement Representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
26. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.
27. **Litigation Hold Notice:** In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Inspection of Books and Records section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Inspection of Books and Records section above.
28. **Public Records Act:** The Contractor hereby acknowledges that the Counties is a governmental entity, and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper request is made, the Counties may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

Benton County
 Department of Human Services
Budget Worksheet for Agreement #PSA-2021/22-Adolphsen-00
 July 1, 2021 – June 30, 2022

Item and Narrative	State Fund	Millage Fund
OPERATING EXPENSES		
Office/Cell Phone		
PO Box		
Printing/Supplies		\$145.00
TRAVEL EXPENSES		
To include Statewide Parent Coalition Meeting, Community Advocacy Coalition Meetings and Advocacy Travel.		\$290.00
Local Travel (mileage)		
COORDINATOR TIME AND EFFORT		
Wages		\$1,828.16
Total		\$2,263.16

**DEVELOPMENTAL DISABILITIES SERVICES
INVOICE VOUCHER
2021-2022**

Agency: Sharon Adolphsen	Contract #:
	#PSA-2021/22-Adolphsen-00
Address: PO BOX 4575, West Richland, WA 99353	Service Month:
	Month of Service:

Benton County

Budget Code	Service Category	Amount Billed
568.40	Community Information Activities	\$ -
*****	Millage Funds	\$0.00
	Other:	
SUBTOTAL (AMOUNT BILLED)		\$ -
Prior Month's Adjustments (if any)		
TOTAL AMOUNT PAID		\$ -

Franklin County

Budget Code	Service Category	Amount Billed
568.40	Community Information Activities	\$ -
*****	Millage Funds	\$0.00
	Other:	
SUBTOTAL (AMOUNT BILLED)		\$ -
Prior Month's Adjustments (if any)		
TOTAL AMOUNT PAID		\$ -

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the terms of the Agreement with Benton/Franklin Counties, and that all goods furnished and/or services rendered have been provided without discrimination.

Signature: _____

Title: _____ Date: _____

DD Form 264 (7/07)

REMITTANCE SLIP

Agency: _____	0		
Community Information	\$	-	
Millage Funds		\$0.00	
Other:	\$	-	
TOTAL PAYMENT	\$	-	

Travel Policy

TRANSPORTATION:

Reasonable necessary parking and toll costs shall be approved with submitted receipts.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Only reasonably necessary taxi or public transportation costs are to be approved.

MEAL EXPENSES:

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip (no more than 15%), along with the total amount expended. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate described on the state travel reimbursement guidelines accessible at <http://ofm.wa.gov>.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

Failure to produce detailed receipts but a summary receipt is submitted it will result in approval for actually incurred costs up to the following amounts listed below:

Breakfast: \$5.50
Lunch: \$7.00
Dinner \$10.50

On either "day travel" or first, or last days, of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies an individual for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:

In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at <http://ofm.wa.gov>.

If the hotel a conference is hosting is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

Hours Documentation Detail

Benton & Franklin Counties Parent Coalition

Date	Time	Fund Src	Notes
EXAMPLE NOTES			
11/1/16	2.0	S	Met with Mari for our weekly meetings. We discussed the forum and what we should change or what to keep. Discussed the changes with PV services and upcoming leg issues.
11/2/16	.5	M	Exchanged emails with Senator Brown on legislation issues regarding PV services and the clients right to have a choice in services. Represented the parents and families of Benton & Franklin Counties.
11/5/16	.25	S	Entered billing for the week.
11/10/16	1.0	S	Received emails from parents and distributed emails to parents on the following subjects: (enter subject of emails)
Date	Time	Fund Src	Notes