



AGENDA

Mason Transit Authority Board
Regular Meeting
January 15, 2019, 4:00 p.m.
Mason Transit Authority
to be held at the following location:
*Transit-Community Center
601 West Franklin Street
Shelton*

OPENING PROTOCOL

**CALL TO ORDER
ROLL CALL AND DETERMINATION OF QUORUM
ACCEPTANCE OF AGENDA – ACTION**

PUBLIC COMMENT

RECOGNITION OF NEW BOARDMEMBER TRASK

RECOGNITION FROM UNITED STATE MARINE CORP RESERVE/TOYS FOR TOTS PROGRAM

CONSENT AGENDA – ACTION

1. Pg. 05: Approval of Minutes: Approval of the minutes of the December 18, 2018 MTA regular Board meeting
2. Pg. 09: Financial Reports: December 2018
3. Pg. 17: Check Approval: December 14, 2018 – January 10, 2019

REGULAR AGENDA

UNFINISHED BUSINESS:

1. Pg. 25: Park & Ride Project Update – *INFORMATIONAL*
2. Pg. 27: MTA Bylaw Changes – Resolution No. 2019-01 – *ACTIONABLE*

NEW BUSINESS:

1. Pg. 51: Lewis-Mason-Thurston Area Agency on Aging Contract – *ACTIONABLE*
2. Pg. 111: Surplus Vehicles – Resolution No. 2019-02 – *ACTIONABLE*
3. Pg. 115: Appointment of Citizen Adviser to the Board – *ACTIONABLE*

INFORMATIONAL UPDATES

1. Pg. 119: Park and Ride Update
2. Pg. 121: Management Reports

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

PUBLIC COMMENT

ADJOURNMENT

UPCOMING MEETING:

**Mason Transit Authority
Regular Meeting**
*February 19, 2019 at 4:00 p.m.
Transit-Community Center
601 West Franklin Street
Shelton*

All participants are welcome. The meeting locations are ADA accessible. If you anticipate needing any type of accommodation or have questions about the physical access provided, please call 360-426-9434 in advance. We will make every effort to meet accommodation requests.



Certificate of Appreciation

Presented in gratitude to

Mason Transit Authority

For Outstanding Support of the
United States Marine Corps Reserve
Toys for Tots Program



12/12/2018
Date

Coordinator – US Marine Corps Reserve Toys for Tots Program

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**Mason Transit Authority
Minutes of the Regular Board Meeting
December 18, 2018
Transit-Community Center
601 West Franklin Street
Shelton**



OPENING PROTOCOL

CALL TO ORDER: 4:00 p.m.

Authority Voting Board Members Present: Kevin Shuttly, Chair; Wes Martin, Vice Chair; John Campbell, Kevin Dorcy, Terri Drexler, Randy Neatherlin, Deb Petersen, Don Pogreba and Sandy Tarzwell (arrived at 4:08pm). **Quorum met.**

Authority Voting Board Members Not Present: [None]

Authority Non-voting Board Member Not Present: Bobby Joe Murray, Business Representative, IAM and AW, District Lodge 160.

Others Present: Tracy Becht, Clerk of the Board; Danette Brannin, General Manager; Rob Johnson, Legal Counsel; LeeAnn McNulty, Administrative Services Manager; Mike Ringgenberg, Operations Manager; Marshall Krier, Maintenance and Facilities Manager; and John Piety of MCTAB.

ACCEPTANCE OF AGENDA

Moved that the agenda for the December 18, 2018 Mason Transit Authority (MTA) regular board meeting be approved. **Drexler/Campbell. Motion carried.**

PUBLIC COMMENT – None.

RECOGNITION

Danette Brannin, General Manager, recognized Board member Terri Drexler for her six years of service to Mason Transit Authority. Other Board members also shared their appreciation.

BOARD ELECTIONS FOR 2019 BOARD OFFICERS

1. **Chair.** Vice Chair Wes Martin nominated Chair Kevin Shuttly to serve another year as Chair of the Board. Chair Shuttly declined the nomination. Chair Shuttly nominated Board member Neatherlin to serve as Chair of the Authority Board. Board member Neatherlin accepted the nomination. **Moved** to appoint Randy Neatherlin to serve as Chair of the Authority Board. **Shuttly/Campbell MSC Unanimously approved.**
2. **Vice Chair.** Board member Don Pogreba nominated Vice Chair Wes Martin nominated to serve another year as Vice Chair of the Board. Vice Chair Martin accepted the nomination. Board member Deb Petersen nominated Board member Kevin Shuttly to serve as Vice Chair. Board Chair Shuttly declined the nomination. **Moved** to appoint Wes Martin to serve as Vice Chair of the Authority Board.

Shutty/Campbell MSC Unanimously approved.

CONSENT AGENDA

Moved to approve Consent Agenda items 1 – 3, as follows:

1. **Moved** to approve the draft minutes of the MTA Board regular meeting of November 20, 2018.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for the period of November, 2018 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payments of November 16, 2018 through December 13, 2018 financial obligations on checks #32085 through #32190, as presented for a total of \$668,000.05.

Ms. Brannin brought to the attention of the Board that nearly \$590,000 was going into reserves. **Campbell/Drexler. Motion carried.**

(Board member Tarzwell arrived at 4:08 pm.)

REGULAR AGENDA

UNFINISHED BUSINESS

1. **Nelson/Nygaard Presentation** – Cristina Barone of Nelson/Nygaard was the presenter. She discussed timelines in connection with changes, as well as the three alternative service scenarios.

(Board member Dorcy departed at 4:34 p.m. Quorum retained.)

2. **2019 Budget for approval** – LeeAnn McNulty, Administrative Services Manager, provided the Board with updates to the 2019 Budget since the second view by the Board at its November 20, 2018 meeting. **Moved** that Mason Transit Authority Board approve Resolution No. 2018-17, adopting the 2019 Budget with Gross Operating Revenues of \$7,881,693, and Total Operating Expenses of \$7,819,512 with Net Income from Operations of \$62,181. **Martin/Campbell. Motion carried.**
3. **MCTAB and MTA Bylaw Changes** – Ms. Brannin described the update to the MTA Bylaws from those adopted at the November 20, 2018 Board meeting, and a first view of proposed changes to be considered for approval at the January 15, 2019 Board meeting. Moving forward, Ms. Brannin suggested that any bylaw changes should have a first view with consideration for approval to occur at a subsequent meeting. Additionally, applications for the citizen adviser position are to be considered by the Authority Board.

(Board member Neatherlin departed at 4:44 pm, returned 4:45 pm. Quorum retained.)

NEW BUSINESS

1. **Disbanding MCTAB** – Ms. Brannin recommended this next step of disbanding MCTAB since the MTA Bylaws approved at the November 20, 2018 Board meeting had been approved for the new citizen advisor to the Board. **Moved** that the Mason Transit Authority Board approve Resolution No. 2018-18 to disband the Mason County Transit Advisory Board. **Martin/Tarzwell. Motion carried.**

2. **Second Amendment to Agreement GCB2614** – Ms. Brannin described to the Board the need for the changes to the agreement and captured in the Second Amendment. **Moved** that the Mason Transit Authority Board approve the Second Amendment to Agreement GCB2614 between Mason Transit Authority and Washington State Department of Transportation (the "Agreement") and approve Resolution No. 2018-19 authorizing the General Manager to sign and execute the Agreement. **Neatherlin/Campbell. Motion carried.**
3. **Third Amendment to Agreement GCB2615** – Ms. Brannin described the changes that the Third Amendment addresses and that no match is required. **Moved** that the Mason Transit Authority Board approve the Third Amendment to Agreement GCB2615 between Mason Transit Authority and Washington State Department of Transportation (the "Agreement") and approve Resolution No. 2018-20 authorizing the General Manager to sign and execute the Agreement. **Drexler/Petersen. Motion carried.**
4. **Capital Construction Agreement GCB3098** – Ms. Brannin informed the Board that MTA had been awarded a Consolidated Capital Construction Grant for the purpose of roof replacement on Buildings 3 and 4 at the Johns Prairie base. This grant also had no match requirements. **Moved** that the Mason Transit Authority Board approve the Consolidated Capital Construction Grant through Agreement GCB3098 and approve Resolution No. 2018-21 that authorizes the General Manager to sign that Agreement. **Drexler/Martin. Motion carried.**
5. **Washington Sick Leave Policy** – Ms. McNulty conveyed to the Board the need for the revisions to the policy since it was previously approved. **Moved** that the Mason Transit Authority Board approve Resolution No. 2018-22 and the attached Washington Sick Leave Policy. **Tarzwell/Petersen. Motion carried.**
6. **MTA Sick Leave Policy** – Ms. McNulty shared with the Board the need for this new sick leave policy as a result of the revisions to the Washington Sick Leave Policy. **Moved** that the Mason Transit Authority Board approve Resolution No. 2018-23 and the attached MTA Sick Leave Policy. **Campbell/Petersen. Motion carried.**
7. **Procurement Policy** – Ms. McNulty shared with the Board the need to update the Procurement Policy to include revisions to the micro and small purchase thresholds according to a change that was issued by the Office of Management and Budget. **Moved** that the Mason Transit Authority Board approve Resolution No. 2018-24 and the attached Procurement Policy. **Campbell/Petersen. Motion carried.**
8. **Fit for Duty Policy** – Ms. McNulty described to the Board the need for the Fit for Duty policy in connection with our safety sensitive employees. **Moved** that the Mason Transit Authority Board approve Resolution No. 2018-25 and the attached Fit for Duty policy. **Neatherlin/Martin. Motion carried.**
9. **Shared Leave Policy** – Ms. McNulty reported to the Board the necessity to update the Shared Leave Policy to clarify that Washington Paid Sick Leave was not eligible for donation as it does not meet the qualifying event condition for the donor employee. **Moved** that the Mason Transit Authority Board approve Resolution No. 2018-26 and the attached Shared Leave Policy. **Petersen/Pogreba. Motion carried.**

INFORMATIONAL UPDATES – Ms. Brannin briefly spoke to the Board relating to the park and ride projects.

GENERAL MANAGER'S REPORT – Ms. Brannin provided brief highlights and described the studio pictures by Coopers in connection with the MTA Fact Sheet to be produced and distributed.

COMMENTS BY BOARD MEMBERS –

Board member Neatherlin shared that it was an honor to serve on the Policy Committee and how impressed he was by the work performed by the Managers. Kevin Shuttly agreed to serve on the committee beginning in January, 2019.

Board member Campbell stated he was grateful to be a part of the MTA Authority Board. It was run remarkably well and if he could describe it in one word, it would be “professionalism.”

Board member Drexler commented on the Link route, the affordability of serving the Harstine Island area and encouraged increased service.

PUBLIC COMMENT – John Piety complimented the Board on its efficiency of running its meetings.

Moved that the meeting be adjourned.

ADJOURNED 5:40 p.m.

UPCOMING MEETINGS

**Mason Transit Authority
Regular Meeting**

Tuesday, January 19, 2018 at 4:00 p.m.

**Transit-Community Center
601 West Franklin Street
Shelton**

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – **Actionable**
Subject: Financial Reports – December 2018
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: January 15, 2019

Summary for Discussion Purposes:

Included are the December 2018 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

The 2018 YTD totals should be considered in draft form as additional expenses may be added post board meeting. There will be additional revenue adjustments to sales tax revenue based on actual amounts to be received January 31 and February 28. Grant revenue will have an adjustment based on 4th quarter actual reimbursement amount to be submitted by January 31. Wages and benefits expense will be updated to include the last week of December wages paid January 11th.

Highlights:

Sales Tax Revenue

Sales tax revenue for October 2018 (received December 31, 2018) was \$431,530 – which was approximately 34% higher than budgeted, and 35% higher than October 2017 actual.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 100% (12/12) of the budget through the end of December. Total YTD Revenue is currently over budget at 114.68%. Total YTD Operating Expenses is currently on target at 100.20% after setting aside \$699,494 to cash reserves. Upon reducing the Excess Pooled Reserves to what was budgeted, Operating Expenses are 94.2% of budget.

Fiscal Impact:

December's fiscal impact reflects total revenues of \$981,670 and operating expenses of \$640,222 for a net income of \$341,448.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of December 2018 as presented.

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Mason Transit Authority

December 2018 Financial Report

	December Actual	2018 YTD Actual	2018 Budget	Notes	Percentage of Budget Used 100.00%
REVENUE					
Passenger Fares	9,810	100,044	101,600		98.47%
PSNS Worker/Driver & Vanpool Fares	21,422	256,500	265,000		96.79%
Total Operating Revenue (Fares)	31,232	356,544	366,600		97.26%
Sales Tax	359,063	4,591,349	3,897,207	(1)	117.81%
Operating Grants	539,539	3,378,163	3,046,116	(2)	110.90%
Rental Income	14,851	180,439	183,418		98.38%
Investment Income	11,711	106,978	20,000		534.89%
Other Non-operating Revenue	25,274	347,412	300,400	(3)	115.65%
Total Revenue	981,670	8,960,885	7,813,741		114.68%
EXPENSES					
Wages and Benefits	410,498	5,219,392	5,677,315		91.93%
Contracted services	18,586	342,514	423,608		80.86%
Fuel	29,126	388,544	336,000	(4)	115.64%
Vehicle/Facility Repair & Maintenance	21,661	317,276	308,200		102.94%
Insurance	19,876	238,506	238,506		100.00%
Intergovernmental - Audit Fees	-	29,411	29,000		101.42%
Rent - Facilities and Park & Ride	2,440	28,654	30,800		93.03%
Utilities	11,420	124,471	131,140		94.91%
Supplies - Equipment	9,468	106,445	119,245		89.27%
Training & Meetings	706	29,439	55,185		53.35%
Other operating expenses	6,875	249,156	169,002	(5)	147.43%
Pooled Reserves	109,566	699,494	240,000	(6)	291.46%
Total Operating Expenses	640,222	7,773,302	7,758,001		100.20%
Net Income (Loss) from Operations	341,448	1,187,583	55,740		

NOTES

- (1) Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget Used.
- (2) Operating grant revenue equals Q1, Q2, Q3 2018 actuals and Q4 accruals.
- (3) Includes Q1, Q2, Q3 2018 actuals and Q4 accruals of RMG Grant - \$225,996 LMTAA Volunteer program revenue - \$38,768, Volunteer Donations - \$2,429, Sale of Maintenance Services \$4,167, Sale of Bus ads \$22,765, Community Van - \$4,434, WSTIP Network Security Grant - \$2,000 and Insurance Recoveries - \$36,346.
- (4) Average diesel price per gallon year to date is \$2.45. Average gasoline price per gallon year to date is \$3.08.
- (5) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion/Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Volunteer Driver Program reimbursements \$39,366, Advertising \$19,675, Merchant/credit card fees \$6,699, Office Equipment Lease \$5,922, Dues, Memberships, Subscriptions \$32,867, Alder Bus Pullout \$96,398, plus other misc. expenses.
- (6) Pooled Reserves is the amount of actual sales tax money received for 2018 in excess of the 2018 budgeted amount. The 2018 YTD Actual amount of \$699,494 is not an expenditure and represents the amount put to cash reserves.

Mason Transit Authority

December 2018 Financial Report - TCC

	2018 December Actual	2018 YTD Actual	2018 Budget	Notes	Percentage of Budget Used		YTD - Community Center Allocation	YTD - Transit Allocation
						100.00%		
REVENUE								
T-CC Rental	13,385	162,843	165,821			98.20%	162,843	-
Other Revenue	-	345	-				345	-
Total Revenue	13,385	163,188	165,821			98.41%	163,188	-
EXPENSES								
Wages and Benefits	10,150	124,694	133,483			93.42%	124,694	-
Contracted services	90	6,296	6,000	(1)		104.93%	5,293	1,003
Repair & Maintenance	157	8,508	4,900	(2)		173.63%	6,785	1,723
Insurance	1,284	15,409	15,409			100.00%	15,409	-
Utilities	4,225	45,048	46,440			97.00%	31,997	13,051
Supplies & Small Equipment	538	8,024	3,835	(3)		209.23%	5,099	2,925
Training & Meetings	-	-	860			0.00%	-	-
Other operating expenses	-	3,715	5,093	(4)		72.94%	3,150	565
Total Operating Expenses	16,444	211,694	216,020			98.00%	192,427	19,267
Net Income (Loss) from Operations	(3,059)	(48,506)	(50,199)				(29,239)	(19,267)

(1) YTD Contracted Services is comprised of quarterly elevator inspections \$2,440 Alarm services \$1,847; IT services \$1162; Annual Fire Extinguisher and Backflow Testing \$413.

(2) Temp Employee Maintenance Services \$793 prior to hiring on T-CC Assistant/Custodian, Replacement Flag \$401, New Door Lock and replacement keys \$1,109, Kitchen Electrical Work \$2,242 Armory Freezer repairs \$614, Ice Melt for bus lanes \$694.

(3) Supplies and Small Equipment largely consist of cleaning supplies for \$5,668 and a new printer, \$457 of which is allocable to the TCC.

(4) Other operating expenses include Dues & subscriptions \$614; Advertising \$1,014, Office Equipment Lease \$673, Equipment Rental \$277, Equipment Repair \$533.

Mason Transit Authority

Cash and Investments

December 31, 2018

FUND	11/30/2018	12/31/2018	Change
Cash - MC Treasurer	2,114,499.28	1,330,812.45	(783,686.83)
Investments - MC Treasurer	6,269,104.63	6,769,104.63	500,000.00
Payroll - ACH Columbia Bank	180,000.00	180,000.00	-
Petty Cash/Cash Drawer #1	500.00	500.00	-
TOTAL	\$ 8,564,103.91	\$ 8,280,417.08	\$ (283,686.83)

Cash Encumbrances		
Grant Related:		
Two (2) Hybrid Coaches for Worker/Driver Program	296,538	
TAP Grant - T-CC & Shelter Rplc	10,800	
Five (5) Cutaway Bus Replacements	126,251	
Park & Ride Development Project RMG 2015-2019 Match	950,000	
2015-2017 - \$450,000 2017-2019 - \$500,000		
Parking Lot (DOE Grant)	102,500	
Potential Environmental Clean-up T-CC Parking Lot	100,000	
Total Grant Match		1,586,089
Reserves:		
General Leave Liability		150,622
Operating Reserves		2,000,000
Facility Repair Reserve		150,000
Emergency/Insurance Reserves		100,000
Capital Project Reserves		699,494
Fuel Reserves		120,000
		\$ 4,806,205

Total of Cash \$ 8,280,417.08

Less Encumbrances \$ 4,806,205.00

Undesignated Cash Balance Total (Including Reserves) \$ 3,474,212.08

Investments - MC Treasurer (Reserves) \$ 6,769,104.63

Less Encumbrances \$ 4,806,205.00

Undesignated Cash Reserves \$ 1,962,899.63

Capital Project Reserves: Sales Tax Revenue received in excess of the budgeted amount. Parking Lot (DOE Grant) encumbrance increased to cover potential cost increases. Additional \$100,000 encumbered to allow for potential expenditures for environmental clean-up of T-CC parking lot.

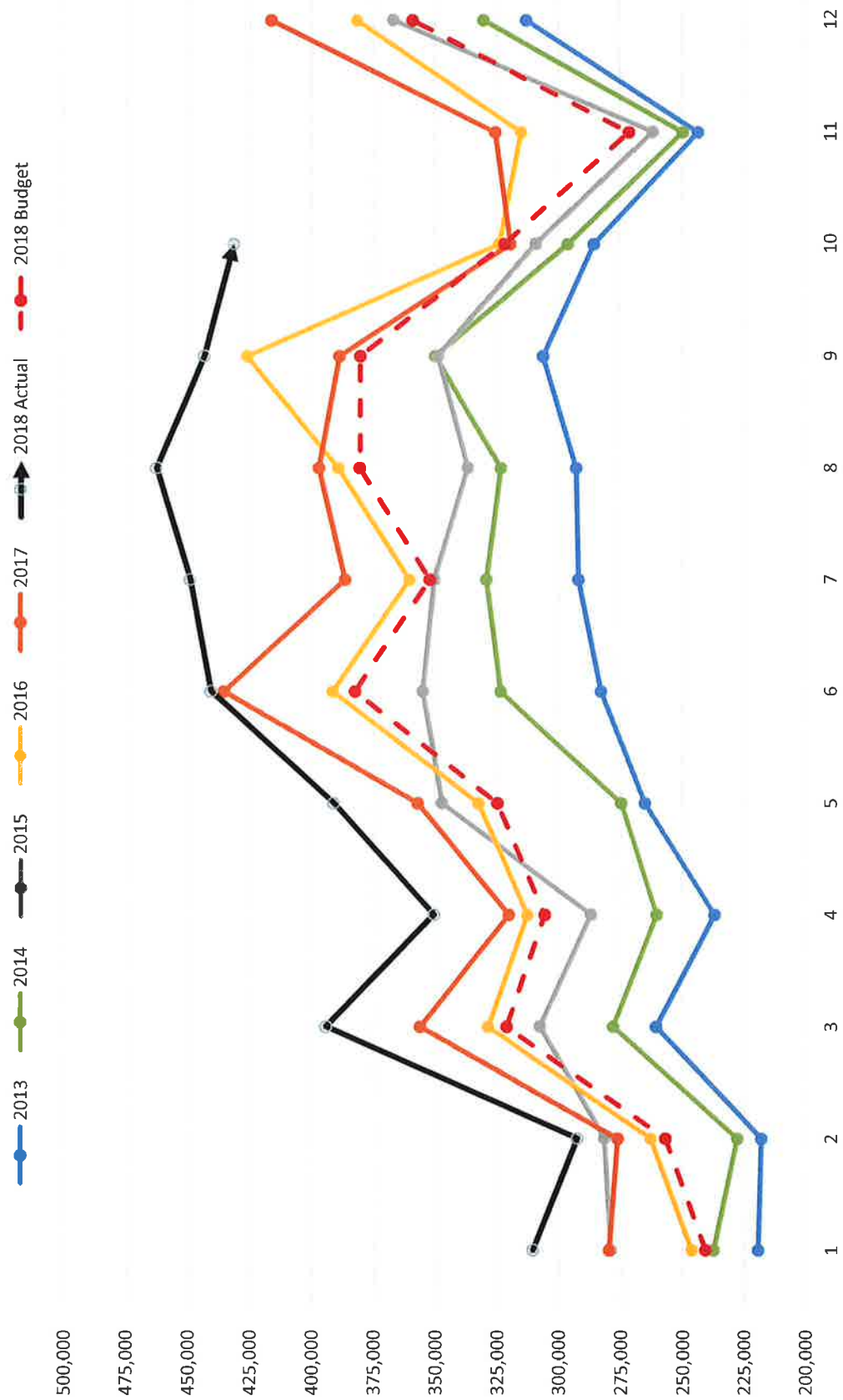
Mason Transit Authority						
2018 CAPITAL PROJECT BUDGET						
Project	Budget	Grants	MTA Funding	YTD	Project Costs to Date	Purpose
IT Items	15,000	-	15,000	-	-	Server upgrades @ \$15,000 - deferred to 2019
T-CC Parking Lot	302,500	250,000	52,500	3,284	3,284	Parking lot behind T-CC
Park & Ride Development - 2015-2019 RMG Funds	6,567,000	5,617,000	950,000	347,475	1,622,915	Purchase property (\$687,059) in North Mason for P&R; upgrade other P&R
Smart Bus Technology	400,000	400,000	-	324,827	324,827	CAD/AVL, Tablet, Scheduling Software, Automatic Stop
HVAC Units	50,000	-	50,000	-	-	Replace units Buildings 1 & 2 - deferred to 2019
Rear Destination Signs Low Floor Buses	8,000	-	8,000	6,792	6,792	These items were purchased and expensed through operations.
4 New Wheel End Hoist	45,000	-	45,000	43,647	43,647	Maintenance shop
Passenger Amenities & Signage at Stops	80,000	69,200	10,800	4,327	46,746	Balance of 2015 TAP Grant. Initial spend T-CC start up.
Alder St./N. Olympic Hwy Project	100,000	-	100,000	96,398	96,398	Bus stop enhancements in coordination of City project.
Accounting Software	35,000	-	35,000	-	-	No longer considering change
T-CC Roof Repair	-	-	5,000	Fixed - Under Warranty	-	To repair T-CC's roof due to leaks
TOTAL CAPITAL PROJECTS	\$ 7,602,500	\$ 6,336,200	\$ 1,271,300	\$ 826,750	\$ 2,144,609	
VEHICLE REPLACEMENT						
Vehicle	Budget	Grants	MTA Funding			Purpose
2 Worker Driver Coaches	1,514,489	1,482,690	296,538			Replacement inventory. Two new hybrids at 757k a piece.
5 Cutaways	504,930	378,679	126,251	301,126	301,126	Replacement inventory - 75% of the costs associated with these purchases will be reimbursed on our Q4 2018 Grant
Staff Vehicles	30,000		30,000	-	-	Reimbursement Request on 1/31/19.
TOTAL VEHICLE REPLACEMENT	\$ 2,049,419	\$ 1,861,369	\$ 452,789	\$ 301,126	\$ 301,126	To replace staff car and maintenance pickup - deferred to 2019
PROPOSED 2018 CAPITAL PROJECTS	\$ 8,491,564	\$ 6,714,879	\$ 1,977,551		\$ 1,201,572	
Cash encumbered for MTA Funding portion - \$1,586,089. Capital Project Reserves - 699,494 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)						

Mason Transit Authority

Sales Tax Collected

	as of 12/31/2018 for 10/31/2018					2018 Actual	2018 Budget	2018 Budget Variance	% Change 2017 - 2018 Actual
	2013	2014	2015	2016	2017	2018 Actual	2018 Budget	2018 Budget Variance	% Change 2017 - 2018 Actual
January	219,231	237,528	279,122	246,415	279,777	310,547	240,808	29%	11%
February	217,929	227,815	281,559	262,925	276,310	292,604	256,943	14%	6%
March	260,652	278,053	307,482	328,665	356,214	394,293	321,188	23%	11%
April	236,931	260,396	286,903	312,635	320,241	350,586	305,522	15%	9%
May	265,167	274,641	347,236	332,428	357,049	391,052	324,865	20%	10%
June	282,753	323,498	354,920	391,485	435,445	440,606	382,579	15%	1%
July	291,925	329,201	350,290	360,375	386,531	449,080	352,176	28%	16%
August	292,782	323,336	336,522	389,222	397,061	462,622	380,367	22%	17%
September	306,051	349,872	348,805	426,039	388,845	443,327	380,343	17%	14%
October	285,612	296,170	309,042	324,125	319,477	431,530	321,964	34%	35%
November	243,571	249,648	261,713	314,996	325,586		271,390		
December	312,900	330,297	367,053	381,623	416,254		359,063		
	3,215,506	3,480,456	3,830,645	4,070,933	4,258,790	3,966,248	3,897,207		

Monthly Sales Tax Trend



Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 3 – ***ACTION***
Subject: Check Approval
Prepared by: Brian Phillips, Staff Accountant
Approved by: LeeAnn McNulty, Administrative Services Manager
Date: January 15, 2019

Summary for Discussion Purposes:

- CenturyLink Asset Accounting
 - Check #32199 – \$33,310.82 – Special Project for P&R Construction
- Evergreen Collision - Sequim
 - Check #32206 – \$23,442.82 – Coach Repairs
- Schetky Northwest Sales Inc.
 - Check #32221 – \$97,821.89 – \$97,721.00 related to Cutaway 2 of 5
 - Check #32264 – \$97,721.00 – Cutaway 3 of 5

December Purchases Fuel Prices: Diesel \$2.05 Unleaded \$2.37

Fiscal Impact:

\$764,675.41

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of December 14, 2018 through January 10, 2019 financial obligations on checks #32191 through #32277, as presented for a total of \$764,675.41.

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Mason Transit Authority
January 15, 2019 Disbursement Approval

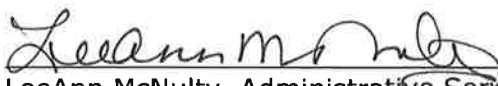
The following checks for the period of December 14, 2018 through January 10, 2019 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

DESCRIPTION	CHECK NUMBERS	TOTAL AMOUNT
Accounts Payable Checks	32191 - 32277	764,675.41

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 12/26/2018	32235	157,546.91
Payroll & DRS – 01/10/2019	32277	153,431.98
CenturyLink Asset Accounting	32199	33,310.82
Evergreen Collision – Sequim	32206	23,442.82
Schetky Northwest Sales Inc.	32221	97,821.89
Schetky Northwest Sales Inc.	32264	97,721.00

Submitted by: 
Brian Phillips, Staff Accountant

Date: 1/11/19

Approved by: 
LeeAnn McNulty, Administrative Services Manager

Date: 1-11-19

Mason Transit Authority

Board Check Register

From 12/14/2018 Through 1/10/2019

Document Date	Check #	Vendor Name	Amount
12/19/2018	32191	Advance Glass	301.48
12/19/2018	32192	Aflac	715.98
12/19/2018	32193	AlG Retirement	240.00
12/19/2018	32194	Associated Petroleum Products, Inc.	934.99
12/19/2018	32195	Aramark	301.10
12/19/2018	32196	Aramark	26.63
12/19/2018	32197	Belfair Water District #1	172.82
12/19/2018	32198	Black Star	59.68
12/19/2018	32199	CENTURYLINK ASSET ACCOUNTING-BART	33,310.82
12/19/2018	32200	Cascade Natural Gas	1,690.81
12/19/2018	32201	Commercial Brake & Clutch, Inc.	212.40
12/19/2018	32202	Community Transportation Association NW	500.00
12/19/2018	32203	Cummins Northwest, LLC	296.36
12/19/2018	32204	Dept. of Licensing	47.75
12/19/2018	32205	EMC - Mason Transit	126.80
12/19/2018	32206	Evergreen Collision - Sequim	23,442.82
12/19/2018	32207	Gillig, LLC	2,107.64
12/19/2018	32208	Robert W. Johnson, PLLC	1,600.00
12/19/2018	32209	Kitsap Transit	2,426.28
12/19/2018	32210	iFIBERONE	200.00
12/19/2018	32211	Les Schwab	30.46
12/19/2018	32212	Mason County Garbage, Inc.	666.78
12/19/2018	32213	Mason County PUD #3	3,314.20
12/19/2018	32214	Mason County Utilities/Waste Management	96.00
12/19/2018	32215	Mountain Mist Water	70.31
12/19/2018	32216	Napa Auto Parts	1,620.16
12/19/2018	32217	Nelson Nygaard	4,074.76
12/19/2018	32218	O'Reilly Auto Parts	71.41
12/19/2018	32219	Pacific Office Automation	661.67
12/19/2018	32220	Builders FirstSource	113.69
12/19/2018	32221	Schetky Northwest Sales, Inc.	97,821.89
12/19/2018	32222	Seattle Automotive Distributing	579.68
12/19/2018	32223	The Shoppers Weekly	396.79
12/19/2018	32224	Staples Business Advantage	54.85
12/19/2018	32225	Titus-Will	1,313.46
12/19/2018	32226	Tozier Brothers, Inc.	162.81
12/19/2018	32227	United Way of Mason County	46.00

Mason Transit Authority

Board Check Register

From 12/14/2018 Through 1/10/2019

Document Date	Check #	Vendor Name	Amount
12/19/2018	32228	Verizon Wireless	690.54
12/19/2018	32229	Voyager Fleet Systems, Inc.	7,502.01
12/19/2018	32230	Whisler Communications	1,686.09
12/28/2018	32231	Bridge Church	90.00
12/28/2018	32232	District 160	1,286.72
12/28/2018	32233	Northridge Properties, LLC	1,500.00
12/28/2018	32234	South Sound Investment Properties, LLC	300.00
12/26/2018	32235	Mason Transit Authority - ACH Account	157,546.91
1/3/2019	32236	Advance Glass	176.69
1/3/2019	32237	AIG Retirement	240.00
1/3/2019	32238	Ecolube Recovery, LLC dba American Petroleum Enviro	314.65
1/3/2019	32239	Associated Petroleum Products, Inc.	20,264.11
1/3/2019	32240	Aramark	150.11
1/3/2019	32241	Aramark	26.63
1/3/2019	32242	ARCH Mechanical, Inc.	829.75
1/3/2019	32243	Association of Washington Cities	96,114.73
1/3/2019	32244	The Bus Coalition	500.00
1/3/2019	32245	City of Shelton	521.39
1/3/2019	32246	Cummins Northwest, LLC	2,208.46
1/3/2019	32247	EMC - Mason Transit	126.80
1/3/2019	32248	CCG Systems, Inc. dba FASTER Asset Solutions	9,810.94
1/3/2019	32249	Gillig, LLC	3,264.74
1/3/2019	32250	Hood Canal Communications	1,824.59
1/3/2019	32251	Knight Fire Protection, Inc.	119.35
1/3/2019	32252	LegalShield	125.55
1/3/2019	32253	Les Schwab	5,096.06
1/3/2019	32254	Mason County PUD #3	2,371.38
1/3/2019	32255	Mathis Exterminating	146.48
1/3/2019	32256	Mountain Mist Water	156.83
1/3/2019	32257	Mood Media	103.20
1/3/2019	32258	Napa Auto Parts	262.68
1/3/2019	32259	Office Depot, inc.	205.45
1/3/2019	32260	O'Reilly Auto Parts	71.41
1/3/2019	32261	Pitney Bowes Supplies	93.48
1/3/2019	32262	Pacific Power Group, LLC	256.22
1/3/2019	32263	Builders FirstSource	32.69
1/3/2019	32264	Schetky Northwest Sales, Inc.	97,721.00

Mason Transit Authority

Board Check Register

From 12/14/2018 Through 1/10/2019

Document Date	Check #	Vendor Name	Amount
1/3/2019	32265	Seattle Automotive Distributing	1,027.19
1/3/2019	32266	Mason County Journal	80.00
1/3/2019	32267	The Shoppers Weekly	16.55
1/3/2019	32268	Staples Business Advantage	213.30
1/3/2019	32269	Summit Law Group	3,328.00
1/3/2019	32270	Total Battery & Automotive Supply	142.45
1/3/2019	32271	Tozier Brothers, Inc.	25.21
1/3/2019	32272	United Way of Mason County	91.40
1/3/2019	32273	Westcare Clinic, Inc.	340.00
1/10/2019	32274	Dept. of Licensing	47.75
1/10/2019	32275	District 160	1,344.60
1/10/2019	32276	U.S. Bank	11,040.06
1/10/2019	32277	Mason Transit Authority - ACH Account	153,431.98
Total			764,675.41

Mason Transit Authority

Vendor Activity - Credit Card Charges			
From 12/1/2018 Through 12/31/2018			
Vendor Name	GL Title	Transaction Description	Expenses
U.S. Bank	Construction in Progress	TOZIERS-TABLET MOUNT SUPPLIES	9.78
	Other Non-Transportation Revenue	CASH REWARDS	(1,250.00)
	Uniform Allowance	SHELTON OUTFITTERS-RAIN GEAR-DEVIN	174.01
	Employee Recognition	MIYAKO-EE RECOGNITION LUNCH	45.05
	Employee Recognition	TAGS-RETIREMENT MUG-BARBARA	17.42
	Publication Fees	INDEED-DRIVER RECRUITMENT	183.11
	Contract Services	MICROSOFT-EMAIL SERVICE	21.76
	Contract Services	MICROSOFT-EMAIL SERVICE	295.93
	Contract Services	SMARSH-EMAIL ARCHIVING	400.00
	Contract Services	SMARSH-MONTHLY DVD	50.00
	Contract Services	SMARSH-SALES TAX	4.25
	Contract Services	SMARSH-SOCIAL MEDIA ARCHIVING	50.00
	Contract Services	SMARSH-VERIZON ARCHIVING	130.00
	Facility Repair/Maintenance	HOME DEPOT-PAINT FOR ADMIN	232.38
	Facility Repair/Maintenance	RUBBER FLOORING-EXERCISE ARE FLOORING	2,259.95
	Facility Repair/Maintenance	WALMART-GARLAND FOR TCC XMAS TREE	37.73
	Operating Supplies	AMAZON-STABILICERS (15MED, 15 LARGE)	562.20
	Operating Supplies	AMAZON-STABILICERS (8 X-LARGE)	152.40
	Operating Supplies	OREGON AERO-SEAT CUSION FOR DRIVERS	200.72
	Operating Supplies	TRANSFOR CORPORATION-W/C SECUREMENT WEB LOOPS	174.50
	Operating Supplies	WALMART-GO-BAG GEAR	288.22
	Office Supplies	AMAZON-OPS PRINTER WASTE TONER	30.05
	Office Supplies	BUILDER'S FIRST SOURCE-RECORDS VAULT CABLING	15.21
	Office Supplies	FELLOWES-LAMINATIO SHEETS FOR MAINTENANCE OF LAMINATORS	112.70
	Office Supplies	SHIN-DIGZ-RETURN	(59.80)
	Office Supplies	TOZIER'S-RECORDS VAULT CABLING	52.16
	Office Supplies	WALMART-CABLE TIES	5.74
	Cleaning/Sanitation Supplies	WALMART-	23.01
	Cleaning/Sanitation Supplies	WALMART-	56.32
	Cleaning/Sanitation Supplies	WALMART-CLEANER FOR DRIVER BATHROOMS	15.70
	Safety Training Material & Supply	AMAZON-100 CPR MASKS	75.94
	Safety Training Material & Supply	AMAZON-AED TRAINING PAD	91.14
	Safety Training Material & Supply	AMAZON-GO BAGS FOR SUPERVISORS	345.75
	Safety Training Material & Supply	RESCUE ESSENTIALS-FIRST AID KITS, CPR POCKET RESUS	253.69
	Shelter Supplies	MCLENDONS-SHELTER SUPPLIES	8.17
	Software	SOLAR WINDS-WEB HELP DESK SOFTWARE FOR IT	1,309.00
	Communications Equipment	AMAZON-OPS TCC RADIO	7.58
	Communications Equipment	AMAZON-OPS TCC RADIO	8.80
	IT Equipment	AMAZON-LEEANN LAPTOP	179.57
	IT Equipment	AMAZON-LEEANN LAPTOP	1,409.42
	IT Equipment	AMAZON-TRAINING LAB SWITCH	86.79
	IT Equipment	WALMART-BOARD MEMBER TABLET	8.14
	Small Tools & Equipment	REPLACEMENT PARTS-PART FOR DRILL	19.51
	Small Tools & Equipment	VERICOM-PARTS FOR BROKEN ?	295.00

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Mason Transit Authority Regular Board Meeting**Agenda Item:** Unfinished Business – Item 1 – *Informational***Subject:** Presentation of Park & Ride Project**Prepared by:** Danette Brannin, General Manager**Approved by:** Danette Brannin, General Manager**Date:** January 15, 2019**Background:**

SCJ Alliance will present layouts of the Park & Ride lots that are being constructed or improved as requested by the Board.

There will be time for questions.

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Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 2 – *Actionable*

Subject: Bylaw Changes

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: January 15, 2019

Background:

The attached proposed changes were presented to the Board at its December 18, 2018 meeting for first view. The changes relate to the creation of a citizen adviser to the Authority Board. There have been no additional requested changes and this is the second view for consideration and approval.

Summary:

Approve proposed Bylaw changes.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that Mason County Transportation Area Authority Board approve Resolution No. 2019-01 and the attached Bylaws, as amended.

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**MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
DOING BUSINESS AS MASON TRANSIT AUTHORITY
BYLAWS**

- I. BACKGROUND
- II. NAME/OFFICES
- III. POWERS, RIGHTS, RESPONSIBILITIES
- IV. AUTHORITY COMPOSITION
 - 4.1 Board Composition
 - 4.2 Non-Voting Labor Representative
 - ~~4.3 Non-Voting Representative of the Public~~

V. CITIZEN ADVISOR TO THE BOARD

~~V.~~ VI. MEETINGS

- ~~56.1~~ Regular Meetings
- ~~56.2~~ Special Meetings
- ~~56.3~~ Attendance at Meetings
- ~~56.4~~ Public Hearings
- ~~56.5~~ Meeting Notices
- ~~56.6~~ Quorum
- ~~56.7~~ Chair
- ~~56.8~~ Conduct of Meetings
- ~~56.9~~ Order of Business and Agenda
- ~~56.10~~ Voting/Authority Decisions
- ~~56.11~~ Meeting Minutes
- ~~56.12~~ Resolutions
- ~~56.13~~ Compensation

~~VI.~~ VII. OFFICERS – CHAIR AND VICE CHAIR

- ~~67.1~~ Election
- ~~67.2~~ Term
- ~~67.3~~ Duties

~~VII.~~ VIII. COMMITTEES

- ~~78.1~~ Authority Committees
- ~~78.2~~ Special Appointments

~~VIII.~~ IX. APPOINTED POSITIONS

- ~~89.1~~ General Manager
- ~~89.2~~ Clerk of the Board
- ~~89.3~~ Legal Counsel
- ~~89.4~~ Non-Voting Advisor to the Authority Board Representative ~~ativeing of the~~ Public

~~IX.~~ X. GENERAL PROVISIONS

- ~~910.1~~ Checks
- ~~910.2~~ Notes

910.3 Other Legal Documents

~~IX. GENERAL PROVISIONS (cont'd)~~

910.4 Deposits

910.5 Gifts

910.6 Travel

910.7 Repealer

~~XI.~~ AMENDMENTS

I. **BACKGROUND**

The Mason County Public Transportation Benefit Area is the public transportation agency which serves the citizens of Mason County including the only incorporated city, Shelton, Washington.

In 1989 representatives from the jurisdictions of Mason County and the City of Shelton met in a public transportation improvement conference and formally established the Mason County Public Transportation Benefit Area under the laws of the state of Washington (RCW 36.57A). In November 1991 voters approved an initiative allowing for the collection of a sales tax to support public transportation.

In February, 2008 representatives from the jurisdictions of Mason County and the City of Shelton met in a Public Transportation Improvement Conference (PTIC) to review the composition of the Board, and adopted a resolution changing the composition to a nine member Board.

In November, 2017, representatives from the jurisdictions of Mason County and the City of Shelton met in a Public Transportation Improvement Conference (PTIC) to review the composition of the Board, and put forth recommendations to the County and City Commissioners that the Board composition be as follows:

Three (3) Mason County Commissioners;

One (1) City of Shelton Councilmember; and

Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts. The recommendation was approved by Mason County and the City of Shelton pursuant to Resolutions Nos. 71-17 and 1112-1217, respectively.

II. **NAME/OFFICES**

The name of the public transportation benefit area shall be Mason County Public Transportation Benefit Area, doing business as Mason Transit Authority. The governing board of which shall be called the Mason Transit Authority Board hereinafter referred to as "Authority Board". The principal address of Mason Transit Authority shall be 790 East Johns Prairie Road, Shelton, Washington. The Mason Transit Authority may have such other offices, within Mason County, as the Authority Board may determine from time to time.

III. **POWERS**

The Authority shall be responsible for establishing and monitoring the policies of the Mason Transit Authority, its budget and its service levels. The Authority Board shall also oversee the performance of the General Manager of Mason Transit Authority. Nothing in these bylaws is intended to limit the general powers of the Authority Board; the Authority Board retains all powers granted to it under the laws of the State of Washington.

IV. **AUTHORITY BOARD COMPOSITION**

4.1 Board Composition. ~~Effective January 1, 2019, the~~ The Authority Board will consist of a governing board of nine (9) voting members; one (1) who is a non-voting labor organization representative ~~and there may be one (1) representative of the public, a non-voting advisor to the board,~~ set forth as follows:

- Three (3) elected members representing Mason County Commissioners,
- One (1) elected member representing the City of Shelton Council,
- Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts;
- One (1) *ex officio* non-voting labor union representative pursuant to Section 4.2 below; and
- ~~One (1) non-voting representative of the public residing in Mason County, Washington.~~

The members of the Authority Board shall serve four year terms. Vacancies through resignation or disqualification shall be filled by the County Commission to fill the unexpired term. Mason County shall provide to the Clerk of the Board minutes of the County Commissioner meeting documenting the motion or adoption of a resolution of the elected official selected by the County Commissioners to serve on the Authority Board.

4.2 Non-Voting Labor Representative. In accordance with revisions made to RCW 36.57A.050, there shall be one (1) non-voting labor representative recommended by the labor organization representing the public transportation employees. The non-voting member shall comply with all governing bylaws and policies of Mason Transit Authority. The Chair or Vice Chair of the Mason Transit Authority Board will exclude the non-voting member from attending any executive session held for the purpose of discussing negotiations with labor organizations. The Chair or Vice Chair shall also have the ability to exclude the non-voting member from attending any other executive session.

~~**4.3 Non-Voting Representative of the Public.** There may be one (1) non-voting representative of the public as set forth in Section 8.4 below. The non-voting member shall serve for a period of one year (unless extended by motion by the Authority Board), and comply with all governing bylaws and policies of Mason Transit Authority. The Chair or Vice Chair of the Mason Transit Authority Board shall exclude the non-voting member from attending any executive session.~~

V. CITIZEN ADVISER TO THE BOARD

Effective January 1, 2019, there may be one (1) non-voting representative of the public residing in Mason County, Washington, as a citizen adviser to the Board, as set forth in Section 9.4 below. The citizen adviser to the Board shall serve for a period of one year (unless extended by motion by the Authority Board), and comply with all governing bylaws and policies of Mason Transit Authority. The Chair or Vice Chair of the Mason Transit Authority Board shall exclude the non-voting member from attending any executive session.

V-VI. MEETINGS

56.1 Regular Meetings. All meetings of the Authority Board shall be open to the public except to the extent that executive sessions are authorized by law. Regular meetings of the Authority Board will be held once each month at designated locations at a time and date established by resolution.

56.2 Special Meetings. Special meetings may be called at any time by the Chair or by a majority of the whole Authority Board, provided that each member receives personally or by mail written notice of the date, time and place of the meeting and the matters to be taken at the meeting at least 24 hours in advance.

56.3 Attendance at Meetings. Board members may participate electronically in all or part of a board meeting, including voting if:

1) All persons participating in the meeting are able to hear each other at the same time, such as by the use of speaker-phone or computer internet conferencing technology; and

2) The board member participating electronically shall have reviewed all of the applicable material and participated in the relevant portion of the board meeting regarding the topic to which the board member is voting on.

56.4 Public Hearings. Public hearings may be scheduled by the Authority Board at such time and at such place as the Authority Board determines to be appropriate to specifically solicit, public comment on certain issues. Such issues may include, but are not necessarily limited to, the following:

- a change in any transit fare
- a substantial change in transit service
- a presentation of the annual budget
- Federal Transit Administration grant applications

Public notice shall be given at least ten (10) days in advance unless otherwise required by Federal or State regulations.

56.5 Meeting Notices. Notices of changes in the time or place of regular meetings or the call for a special meeting or public hearing will be provided to the official local newspaper(s) of general circulation and to any publications, television cable access or radio stations which have on file with the Clerk of the Board a written request to be so notified. Such call or notice shall be delivered personally or by mail at least 24 hours in advance of the meeting and shall specify the time and place of the meeting and the business to be transacted, provided that notice shall be given at least ten (10) days in advance of public hearings, unless otherwise required.

The Shelton-Mason County Journal is designated as the official newspaper of the Authority Board for the purpose of publication of legal notices and dissemination of public information announcements.

56.6 Quorum. At all meetings of the Authority Board, five (5) voting members of the Authority Board shall constitute a quorum for the transaction of business, unless there are position vacancies, in which case a majority of the filled positions shall constitute a quorum.

56.7 Chair. The Chair shall open and preside at all meetings of the Authority Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of presiding over the meetings of the Authority Board; provided, however, if the Chair is to be permanently unable to preside, the Authority Board shall select a new Chair for the remainder of the Chair's term. In the absence of both the Chair and the Vice Chair, the member having served on the Authority Board the longest shall serve as acting Chair.

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56.8 Conduct of Meetings. Unless otherwise governed by the provisions of these Bylaws, the laws of the State of Washington or Authority Board resolution, Roberts Rules of Order (newly revised) shall govern the conduct of the Authority's meetings. It is the intent of the Authority to conduct the business in an open environment consistent with the Washington State Open Public Meetings Act.

56.9 Order of Business and Agenda. An order of business at regular and special Authority Board meetings shall be established on a meeting-by-meeting basis according to the issues requiring discussion in any particular month. Prior to the regular meeting, the Clerk of the Board will confer with the Chair on items of discussion. The Clerk will prepare a written agenda including appropriate attachments, and will distribute to all members as soon as possible prior to the meeting but not less than 48 hours before the meeting.

56.10 Voting/Authority Decisions. Every voting member of the Authority Board shall be entitled to one vote on all issues before the Authority Board. All members present may vote or abstain; and abstention shall be recorded but will not be counted. The act of the majority of the members present at a meeting at which a quorum is present shall be the act of the Authority Board, unless a greater number is required by law. Any member may require that the vote of each member on a particular matter be recorded in the minutes, in which case a roll call will be taken.

56.11 Meeting Minutes. The proceedings of all Authority Board meetings and public hearings shall be recorded and maintained and shall contain an accurate accounting of the Authority Board's official action with reference to all matters properly before it and any public comments made. Minutes of the meetings shall be provided to each Authority Board member as soon as practicable following each meeting. The official copy for each meeting shall be approved by the Authority Board and signed by the Chair and the Clerk of the Board. The official minutes of the meeting shall become a part of the permanent records file, maintained by the Clerk.

56.12 Resolutions. The Authority Board may require that certain actions be documented by way of a formal resolution, which shall be prepared by the Clerk and shall be approved as to form by the Legal Counsel. Resolutions shall also be signed by the Chair and will be numbered, incorporated in the minutes, and made part of the permanent records file.

56.13 Compensation. Members of the Authority Board and non-voting labor representative only shall be paid compensation for attendance at regular and special Authority Board meetings and at any official Authority Board Committee meetings, not to exceed 36 such meetings per year, unless

authorized by the Board and in no event more than 75. Compensation shall be no more than the maximum rate authorized by RCW 36.57A.050 as presently enacted or as may be hereafter amended; provided that compensation shall not be paid to an elected official who is receiving regular full-time compensation from such government for attending such meetings. Any change to this rate shall require a two-thirds majority vote by the Authority Board.

~~VI.~~VII. OFFICERS – CHAIR AND VICE CHAIR

67.1 Election. The Chair and Vice Chair shall be members of the Authority Board elected by the members by majority vote at a regular or special meeting of the Authority.

67.2 Term. The Chair and Vice Chair shall be elected from among the members at the first meeting in December of each year, unless it is determined by the Authority Board that it is in the best interest of the Authority Board the election should be extended in one month increments. In the event either becomes vacant, the members shall elect a new officer at the next regular meeting to serve until the next December meeting.

67.3 Duties. In addition to the powers and the duties granted by these Bylaws, the Chair shall have such other powers and duties as prescribed by law or by resolution of the Authority Board.

In the absence of the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform other duties as may be assigned to him or her by the Chair or by the Authority.

~~VII.~~VIII. COMMITTEES

78.1 Authority Board Committees. In order to better facilitate the work of the Authority Board, the Authority Board may establish standing and/or *ad hoc* committees to address specific issues. Each committee shall be composed of not more than three (3) Authority members; one member representing the City of Shelton, one member representing Mason County, and one member representing a District. Committee Chairs and committee members may be designated by the Authority Chair, subject to confirmation by the full Authority Board. To the extent possible, committee reports to the full Authority Board shall be in writing.

The terms of the standing committees will coincide with the terms of the Authority Board officers (which recommence annually in December) at which

time the Authority Board will review the responsibilities of the committees. In the event that new committee assignments are not made at the time Authority Board officers are elected, the incumbent committee members shall serve until replacements are appointed.

78.2 Special Appointments. The Chairman may appoint Authority Board members to special intra- and interagency committees and councils as appropriate.

These special appointments will be reviewed annually to coincide with the terms of the Authority Board officers and the review of Authority Board committees.

~~VIII~~.IX. APPOINTED POSITIONS

89.1 General Manager. The Authority Board shall appoint a General Manager who shall be responsible for the administrative functions of the Mason Transit Authority and shall have such power and perform such duties as shall be prescribed by law and action of the Authority Board.

89.2 Clerk of the Authority Board. The Authority shall appoint a Clerk of the Authority Board who shall perform all duties as provided in these Bylaws and shall maintain all records of the Authority Board. The General Manager shall serve as Clerk unless someone else has been specifically appointed.

89.3 Legal Counsel. Principal Legal Counsel shall be appointed by and shall serve at the pleasure of the Authority Board.

89.4 Non-Voting Adviser to the Authority Board Representing Public. Applications from the public may be submitted to the voting Authority Board for selection and appointment, and shall serve at the pleasure of the Authority Board. If no applications are submitted, the position shall cease and close.

~~IX~~.X. GENERAL PROVISIONS

910.1 Checks. All disbursements of the Mason Transit Authority shall be by check drawn by the appropriate Audit Officer as per Washington State law or as otherwise directed by Authority resolution.

910.2 Notes. All notes or other evidence of indebtedness, including bills, issued or incurred in the name of the Mason Transit Authority shall be signed by such officer, member, agent or employee of the Mason Transit Authority

and in such manner as shall from time to time to be determined by Authority Board resolution.

910.3 Other Legal Documents. The Authority may authorize any officer or officers, agent or agents of the Mason Transit Authority, in addition to the officers so authorized by resolution, to enter into any contract or execute and deliver any instrument in the name of and behalf of the Mason Transit Authority and such authorization may be general and or may be confined to specific instances. All written contractual obligations of the Mason Transit Authority, including but not limited to, contracts, leases and assignments, are to be maintained by the Clerk of the Board.

910.4 Deposits. All funds of the Mason Transit Authority shall be deposited in the appropriate accounts established by resolution. The County Treasurer shall be the custodian of the funds, until such time as the Authority Board appropriates its own administrative director, and is, subject to approval by Authority Board resolution, authorized to invest such funds in the manner provided by law.

910.5 Gifts. The Authority Board may accept on behalf of Mason Transit Authority any contribution, gift or bequest (as long as conditions are consistent with state law), for any purpose of the Mason Transit Authority.

910.6 Travel. Members of the Authority Board, in order to properly and fully conduct official Mason Transit Authority business, may travel and incur expenses. — Authority Board members will receive reimbursement for reasonable expenses incurred while engaged in official business in accordance with RCW 36.57A.050 and the adopted travel policy which applies to all Mason Transit Authority employees. Out-of-state travel by Authority Board members will be authorized by the Chair subject to annual budget restraints.

910.7 Repealer. The terms of these bylaws, as established by resolution, shall supersede all prior resolutions in conflict therewith.

~~X~~.XI. AMENDMENTS

These bylaws may be amended by a majority vote at any meeting of the Authority Board, provided that copies of the proposed revisions or amendments shall have been made available to each Authority Board member as part of the agenda of the meeting at which proposed revisions or amendments are to be acted upon. These bylaws are adopted by Authority Board resolution; therefore, any amendments hereto shall be by that same instrument.

ADOPTED: 12/09/91
AMENDED: 11/20/07
AMENDED: 02/28/08
AMENDED: 07/13/10
AMENDED: 04/17/2012

AMENDED: 12/17/2013
AMENDED: 09/20/2016
AMENDED: 12/19/2017
AMENDED: 11/20/2018
AMENDED: xx/xx/201x

RESOLUTION NO. 2019-01

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY PUBLIC
TRANSPORTATION AREA AUTHORITY BOARD APPROVING
AMENDMENTS TO THE BYLAWS OF MASON COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA DOING BUSINESS AS MASON
TRANSIT AUTHORITY.**

WHEREAS, the Mason County Public Transportation Benefit Area Authority (the "Authority") first adopted its Bylaws on December 9, 1991, and amended those Bylaws on November 20, 2007, February 28, 2008, July 13, 2010, June 14, 2011, April 17, 2012, December 17, 2013, September 20, 2016, December 19, 2017 and November 20, 2018;

WHEREAS, additional clarifying changes are necessary and should now be approved to be made to the Bylaws; and

**NOW THEREFORE, BE IT RESOLVED BY THE MASON COUNTY PUBLIC
TRANSPORTATION AREA AUTHORITY BOARD** that its Bylaws are hereby amended as attached hereto and incorporated herein by reference.

Adopted this 15th day of January, 2019.

Kevin Shutty, Chair

Wes Martin, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Sharon Trask, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

**MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
DOING BUSINESS AS MASON TRANSIT AUTHORITY
BYLAWS**

- I. BACKGROUND
- II. NAME/OFFICES
- III. POWERS, RIGHTS, RESPONSIBILITIES
- IV. AUTHORITY COMPOSITION
 - 4.1 Board Composition
 - 4.2 Non-Voting Labor Representative
- V. CITIZEN ADVISOR TO THE BOARD
- VI. MEETINGS
 - 6.1 Regular Meetings
 - 6.2 Special Meetings
 - 6.3 Attendance at Meetings
 - 6.4 Public Hearings
 - 6.5 Meeting Notices
 - 6.6 Quorum
 - 6.7 Chair
 - 6.8 Conduct of Meetings
 - 6.9 Order of Business and Agenda
 - 6.10 Voting/Authority Decisions
 - 6.11 Meeting Minutes
 - 6.12 Resolutions
 - 6.13 Compensation
- VII. OFFICERS – CHAIR AND VICE CHAIR
 - 7.1 Election
 - 7.2 Term
 - 7.3 Duties
- VIII. COMMITTEES
 - 8.1 Authority Committees
 - 8.2 Special Appointments
- IX. APPOINTED POSITIONS
 - 9.1 General Manager
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 - 9.4 Non-Voting Representative of the Public
- X. GENERAL PROVISIONS
 - 10.1 Checks
 - 10.2 Notes
 - 10.3 Other Legal Documents

- 10.4 Deposits
- 10.5 Gifts
- 10.6 Travel
- 10.7 Repealer

XI. AMENDMENTS

I. **BACKGROUND**

The Mason County Public Transportation Benefit Area is the public transportation agency which serves the citizens of Mason County including the only incorporated city, Shelton, Washington.

In 1989 representatives from the jurisdictions of Mason County and the City of Shelton met in a public transportation improvement conference and formally established the Mason County Public Transportation Benefit Area under the laws of the state of Washington (RCW 36.57A). In November 1991 voters approved an initiative allowing for the collection of a sales tax to support public transportation.

In February, 2008 representatives from the jurisdictions of Mason County and the City of Shelton met in a Public Transportation Improvement Conference (PTIC) to review the composition of the Board, and adopted a resolution changing the composition to a nine member Board.

In November, 2017, representatives from the jurisdictions of Mason County and the City of Shelton met in a Public Transportation Improvement Conference (PTIC) to review the composition of the Board, and put forth recommendations to the County and City Commissioners that the Board composition be as follows:

Three (3) Mason County Commissioners;

One (1) City of Shelton Councilmember; and

Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts. The recommendation was approved by Mason County and the City of Shelton pursuant to Resolutions Nos. 71-17 and 1112-1217, respectively.

II. **NAME/OFFICES**

The name of the public transportation benefit area shall be Mason County Public Transportation Benefit Area, doing business as Mason Transit Authority. The governing board of which shall be called the Mason Transit Authority Board hereinafter referred to as "Authority Board". The principal address of Mason Transit Authority shall be 790 East Johns Prairie Road, Shelton, Washington. The Mason Transit Authority may have such other offices, within Mason County, as the Authority Board may determine from time to time.

III. **POWERS**

The Authority shall be responsible for establishing and monitoring the policies of the Mason Transit Authority, its budget and its service levels. The Authority Board shall also oversee the performance of the General Manager of Mason Transit Authority. Nothing in these bylaws is intended to limit the general powers of the Authority Board; the Authority Board retains all powers granted to it under the laws of the State of Washington.

IV. **AUTHORITY BOARD COMPOSITION**

4.1 Board Composition. The Authority Board will consist of a governing board of nine (9) voting members; one (1) who is a non-voting labor organization representative set forth as follows:

- Three (3) elected members representing Mason County Commissioners,
- One (1) elected member representing the City of Shelton Council,
- Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts;
- One (1) *ex officio* non-voting labor union representative pursuant to Section 4.2 below; and

The members of the Authority Board shall serve four year terms. Vacancies through resignation or disqualification shall be filled by the County Commission to fill the unexpired term. Mason County shall provide to the Clerk of the Board minutes of the County Commissioner meeting documenting the motion or adoption of a resolution of the elected official selected by the County Commissioners to serve on the Authority Board.

4.2 Non-Voting Labor Representative. In accordance with revisions made to RCW 36.57A.050, there shall be one (1) non-voting labor representative recommended by the labor organization representing the

public transportation employees. The non-voting member shall comply with all governing bylaws and policies of Mason Transit Authority. The Chair or Vice Chair of the Mason Transit Authority Board will exclude the non-voting member from attending any executive session held for the purpose of discussing negotiations with labor organizations. The Chair or Vice Chair shall also have the ability to exclude the non-voting member from attending any other executive session.

V. **CITIZEN ADVISER TO THE BOARD**

Effective January 1, 2019, there may be one (1) non-voting representative of the public residing in Mason County, Washington, as a citizen adviser to the Board, as set forth in Section 9.4 below. The citizen adviser to the Board shall serve for a period of one year (unless extended by motion by the Authority Board), and comply with all governing bylaws and policies of Mason Transit Authority. The Chair or Vice Chair of the Mason Transit Authority Board shall exclude the non-voting member from attending any executive session.

VI. **MEETINGS**

6.1 Regular Meetings. All meetings of the Authority Board shall be open to the public except to the extent that executive sessions are authorized by law. Regular meetings of the Authority Board will be held once each month at designated locations at a time and date established by resolution.

6.2 Special Meetings. Special meetings may be called at any time by the Chair or by a majority of the whole Authority Board, provided that each member receives personally or by mail written notice of the date, time and place of the meeting and the matters to be taken at the meeting at least 24 hours in advance.

6.3 Attendance at Meetings. Board members may participate electronically in all or part of a board meeting, including voting if:

1) All persons participating in the meeting are able to hear each other at the same time, such as by the use of speaker-phone or computer internet conferencing technology; and

2) The board member participating electronically shall have reviewed all of the applicable material and participated in the relevant portion of the board meeting regarding the topic to which the board member is voting on.

6.4 Public Hearings. Public hearings may be scheduled by the Authority Board at such time and at such place as the Authority Board determines to be appropriate to specifically solicit, public comment on certain issues. Such issues may include, but are not necessarily limited to, the following:

- a change in any transit fare
- a substantial change in transit service
- a presentation of the annual budget
- Federal Transit Administration grant applications

Public notice shall be given at least ten (10) days in advance unless otherwise required by Federal or State regulations.

6.5 Meeting Notices. Notices of changes in the time or place of regular meetings or the call for a special meeting or public hearing will be provided to the official local newspaper(s) of general circulation and to any publications, television cable access or radio stations which have on file with the Clerk of the Board a written request to be so notified. Such call or notice shall be delivered personally or by mail at least 24 hours in advance of the meeting and shall specify the time and place of the meeting and the business to be transacted, provided that notice shall be given at least ten (10) days in advance of public hearings, unless otherwise required.

The Shelton-Mason County Journal is designated as the official newspaper of the Authority Board for the purpose of publication of legal notices and dissemination of public information announcements.

6.6 Quorum. At all meetings of the Authority Board, five (5) voting members of the Authority Board shall constitute a quorum for the transaction of business, unless there are position vacancies, in which case a majority of the filled positions shall constitute a quorum.

6.7 Chair. The Chair shall open and preside at all meetings of the Authority Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of presiding over the meetings of the Authority Board; provided, however, if the Chair is to be permanently unable to preside, the Authority Board shall select a new Chair for the remainder of the Chair's term. In the absence of both the Chair and the Vice Chair, the member having served on the Authority Board the longest shall serve as acting Chair.

6.8 Conduct of Meetings. Unless otherwise governed by the provisions of these Bylaws, the laws of the State of Washington or Authority Board resolution, Roberts Rules of Order (newly revised) shall govern the conduct of the Authority's meetings. It is the intent of the Authority to conduct the business in an open environment consistent with the Washington State Open Public Meetings Act.

6.9 Order of Business and Agenda. An order of business at regular and special Authority Board meetings shall be established on a meeting-by-meeting basis according to the issues requiring discussion in any particular

month. Prior to the regular meeting, the Clerk of the Board will confer with the Chair on items of discussion. The Clerk will prepare a written agenda including appropriate attachments, and will distribute to all members as soon as possible prior to the meeting but not less than 48 hours before the meeting.

6.10 Voting/Authority Decisions. Every voting member of the Authority Board shall be entitled to one vote on all issues before the Authority Board. All members present may vote or abstain; and abstention shall be recorded but will not be counted. The act of the majority of the members present at a meeting at which a quorum is present shall be the act of the Authority Board, unless a greater number is required by law. Any member may require that the vote of each member on a particular matter be recorded in the minutes, in which case a roll call will be taken.

6.11 Meeting Minutes. The proceedings of all Authority Board meetings and public hearings shall be recorded and maintained and shall contain an accurate accounting of the Authority Board's official action with reference to all matters properly before it and any public comments made. Minutes of the meetings shall be provided to each Authority Board member as soon as practicable following each meeting. The official copy for each meeting shall be approved by the Authority Board and signed by the Chair and the Clerk of the Board. The official minutes of the meeting shall become a part of the permanent records file, maintained by the Clerk.

6.12 Resolutions. The Authority Board may require that certain actions be documented by way of a formal resolution, which shall be prepared by the Clerk and shall be approved as to form by the Legal Counsel. Resolutions shall also be signed by the Chair and will be numbered, incorporated in the minutes, and made part of the permanent records file.

6.13 Compensation. Members of the Authority Board and non-voting labor representative only shall be paid compensation for attendance at regular and special Authority Board meetings and at any official Authority Board Committee meetings, not to exceed 36 such meetings per year, unless authorized by the Board and in no event more than 75. Compensation shall be no more than the maximum rate authorized by RCW 36.57A.050 as presently enacted or as may be hereafter amended; provided that compensation shall not be paid to an elected official who is receiving regular full-time compensation from such government for attending such meetings. Any change to this rate shall require a two-thirds majority vote by the Authority Board.

VII. **OFFICERS – CHAIR AND VICE CHAIR**

7.1 Election. The Chair and Vice Chair shall be members of the Authority Board elected by the members by majority vote at a regular or special meeting of the Authority.

7.2 Term. The Chair and Vice Chair shall be elected from among the members at the first meeting in December of each year, unless it is determined by the Authority Board that it is in the best interest of the Authority Board the election should be extended in one month increments. In the event either becomes vacant, the members shall elect a new officer at the next regular meeting to serve until the next December meeting.

7.3 Duties. In addition to the powers and the duties granted by these Bylaws, the Chair shall have such other powers and duties as prescribed by law or by resolution of the Authority Board.

In the absence of the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform other duties as may be assigned to him or her by the Chair or by the Authority.

VIII. **COMMITTEES**

8.1 Authority Board Committees. In order to better facilitate the work of the Authority Board, the Authority Board may establish standing and/or *ad hoc* committees to address specific issues. Each committee shall be composed of not more than three (3) Authority members; one member representing the City of Shelton, one member representing Mason County, and one member representing a District. Committee Chairs and committee members may be designated by the Authority Chair, subject to confirmation by the full Authority Board. To the extent possible, committee reports to the full Authority Board shall be in writing.

The terms of the standing committees will coincide with the terms of the Authority Board officers (which recommence annually in December) at which time the Authority Board will review the responsibilities of the committees. In the event that new committee assignments are not made at the time Authority Board officers are elected, the incumbent committee members shall serve until replacements are appointed.

8.2 Special Appointments. The Chairman may appoint Authority Board members to special intra- and interagency committees and councils as appropriate.

These special appointments will be reviewed annually to coincide with the terms of the Authority Board officers and the review of Authority Board committees.

IX. **APPOINTED POSITIONS**

9.1 General Manager. The Authority Board shall appoint a General Manager who shall be responsible for the administrative functions of the Mason Transit Authority and shall have such power and perform such duties as shall be prescribed by law and action of the Authority Board.

9.2 Clerk of the Authority Board. The Authority shall appoint a Clerk of the Authority Board who shall perform all duties as provided in these Bylaws and shall maintain all records of the Authority Board. The General Manager shall serve as Clerk unless someone else has been specifically appointed.

9.3 Legal Counsel. Principal Legal Counsel shall be appointed by and shall serve at the pleasure of the Authority Board.

9.4 Non-Voting Adviser to the Authority Board Representing Public. Applications from the public may be submitted to the voting Authority Board for selection and appointment, and shall serve at the pleasure of the Authority Board. If no applications are submitted, the position shall cease and close.

X. **GENERAL PROVISIONS**

10.1 Checks. All disbursements of the Mason Transit Authority shall be by check drawn by the appropriate Audit Officer as per Washington State law or as otherwise directed by Authority resolution.

10.2 Notes. All notes or other evidence of indebtedness, including bills, issued or incurred in the name of the Mason Transit Authority shall be signed by such officer, member, agent or employee of the Mason Transit Authority and in such manner as shall from time to time to be determined by Authority Board resolution.

10.3 Other Legal Documents. The Authority may authorize any officer or officers, agent or agents of the Mason Transit Authority, in addition to the officers so authorized by resolution, to enter into any contract or execute and deliver any instrument in the name of and behalf of the Mason Transit Authority and such authorization may be general and or may be confined to specific instances. All written contractual obligations of the Mason Transit

Authority, including but not limited to, contracts, leases and assignments, are to be maintained by the Clerk of the Board.

10.4 Deposits. All funds of the Mason Transit Authority shall be deposited in the appropriate accounts established by resolution. The County Treasurer shall be the custodian of the funds, until such time as the Authority Board appropriates its own administrative director, and is, subject to approval by Authority Board resolution, authorized to invest such funds in the manner provided by law.

10.5 Gifts. The Authority Board may accept on behalf of Mason Transit Authority any contribution, gift or bequest (as long as conditions are consistent with state law), for any purpose of the Mason Transit Authority.

10.6 Travel. Members of the Authority Board, in order to properly and fully conduct official Mason Transit Authority business, may travel and incur expenses. Authority Board members will receive reimbursement for reasonable expenses incurred while engaged in official business in accordance with RCW 36.57A.050 and the adopted travel policy which applies to all Mason Transit Authority employees. Out-of-state travel by Authority Board members will be authorized by the Chair subject to annual budget restraints.

10.7 Repealer. The terms of these bylaws, as established by resolution, shall supersede all prior resolutions in conflict therewith.

XI. **AMENDMENTS**

These bylaws may be amended by a majority vote at any meeting of the Authority Board, provided that copies of the proposed revisions or amendments shall have been made available to each Authority Board member as part of the agenda of the meeting at which proposed revisions or amendments are to be acted upon. These bylaws are adopted by Authority Board resolution; therefore, any amendments hereto shall be by that same instrument.

ADOPTED: 12/09/91
AMENDED: 11/20/07
AMENDED: 02/28/08
AMENDED: 07/13/10
AMENDED: 04/17/2012

AMENDED: 12/17/2013
AMENDED: 09/20/2016
AMENDED: 12/19/2017
AMENDED: 11/20/2018
AMENDED: xx/xx/201x

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Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 1 – *Actionable*
Subject: Lewis-Mason-Thurston Area Agency on Aging Contract
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: January 15, 2019

Background:

The contract with Lewis-Mason-Thurston Area Agency on Aging (LMTAAA) for transportation services under the Older Americans Act is being renewed for a one-year period. This revenue funds a substantial portion of Mason Transit Authority's Volunteer Driver Program.

Summary:

Renewing contract for a one year period.

Fiscal Impact:

Maximum Contract Award: \$38,910 revenue

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board authorize the Chair to execute the Lewis-Mason-Thurston Area Agency on Aging Contract Number 18-1120-0041-06(2) for the provision of volunteer transportation services.

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LEWIS-MASON-THURSTON AREA AGENCY ON AGING

2404 Heritage Court SW, Suite A, Olympia, WA 98502

Contractor: Mason County Public Transportation Benefit Area dba Mason Transit Authority	Agreement Number: 18-1120-0041-06(2)
Contractor Address: 790 E Johns Prairie Road Shelton, WA 98584	Contractor Telephone: (360) 426-9434
Service: Transportation	Period of Performance: Jan 1, 2019 – Dec 31, 2019
Maximum Award: \$38,910 Unit Rate(s): \$.58 per mile	Effective Date: January 1, 2019
Funding Source: Older Americans Act, SCSA	IRS Tax ID Number: 91-1554133
Contract Type: <input checked="" type="checkbox"/> Fee for Service <input type="checkbox"/> Set Rate/Fixed Price/Lump Sum <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Performance Based	

Is the Contractor a Subrecipient for Purposes of This Agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Subrecipient Data Universal Numbering System: (DUNS) No.: 83-254-4217	CFDA Number(s): 93.044 CFDA Name(s): Special Programs for the Aging, Title IIIB, Grants for Supportive Services and Senior Centers
Federal Awarding Agency: Department of Health and Human Services, Administration for Community Living Total Amount of Federal Award: 1,275,032	Federal Award ID Number: 17AAWAT3SS Federal Award Date: October 17, 2017
Is this award for Research & Development? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Indirect cost rate for the Federal award: N/A

Contractor Contact Person:

Haley Dorian

LMTAAA Contact Person:

Lisa K. Jolly

The terms of this Agreement are set out in and governed by the following, which are incorporated herein by reference:

- | | |
|---|--|
| <input checked="" type="checkbox"/> General Terms and Conditions, Exhibit A | <input checked="" type="checkbox"/> Staffing Plan, Exhibit E |
| <input checked="" type="checkbox"/> Statement of Work, Exhibit B | <input checked="" type="checkbox"/> RFQ/RFP Response (on file), Exhibit F |
| <input checked="" type="checkbox"/> Special Terms and Conditions, Exhibit C | <input checked="" type="checkbox"/> Program Standards (on file), Exhibit G |
| <input checked="" type="checkbox"/> Budget, Exhibit D | <input type="checkbox"/> Service Definitions (on file), Exhibit H |

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, to (1) Applicable federal and state law, regulations and rules; (2) Exhibit C, Special Terms and Conditions; (3) Exhibit B, Statement of Work; (4) Exhibit A, General Terms and Conditions; and (5) Any other document incorporated by reference.

This Agreement, including all Exhibits and other documents attached or incorporated by reference, contains all of 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.

FOR THE CONTRACTOR:

**FOR LEWIS-MASON-THURSTON
AREA AGENCY ON AGING:**

Contractor Signature

Date

LMTAAA Signature

Date

Title

Title

January 15, 2019 Reg Board Mtg 53

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CONTRACT AMENDMENT

Agreement #: 18-1120-0041-06(2)
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2019

GENERAL TERMS AND CONDITIONS – EXHIBIT A

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA
dba
MASON TRANSIT AUTHORITY

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Lewis-Mason-Thurston Council of Governments, as Grantee for the Lewis-Mason-Thurston Area Agency on Aging, hereinafter referred to as "LMTAAA," and Mason Transit Authority, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS DOCUMENT is to establish General Terms and Conditions for this Agreement between LMTAAA and the Contractor.

1. **Definitions.** As used throughout the Agreement, the following terms shall have meaning as set forth below:
 - a. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
 - b. "ALTSA" means Aging and Long Term Support Administration, a division of the State of Washington Department of Social and Health Services.
 - c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
 - d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.
 - e. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.

- f. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
- g. "Business Associate" means the "Contractor" and generally has the same meaning as the term "Business Associate" as defined in 45 CFR 160.103 which means a Business Associate who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
- h. "Business Associate Agreement" means the HIPAA Compliance section of the Agreement and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- i. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- j. "CARE" means Comprehensive Assessment and Reporting Evaluation. CARE is the tool used by case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care.
- k. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- l. "Client" means an individual who is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- m. "Contractor" shall mean the entity that is a party to this Agreement, and includes the entity's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the Contractor or agent shall not be considered an employee of LMTAAA.
- n. "Covered Entity" means DSHS or LMTAAA, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.
- o. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- p. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.

- q. “Disclosure” means the release, transfer provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- r. “Data Universal Number System (DUNS) Number” means– a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It is used by the Federal government to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.
- s. “DSHS” or “the Department” means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- t. “Electronic Protected Health Information (EPHI)” means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- u. “Equipment” means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- v. “HIPAA” means the Health Information Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act), and as codified at 42 USCA 1320d-d8.
- w. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- x. “Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- y. “Minimum Necessary” within the HIPAA section of this Agreement, means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- z. “Older Americans Act” refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- aa. “Personal Information” means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- bb. “Protected Health Information (PHI)” means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or

- future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- cc. "Provider One" means Provider One payment system. Provider One is used to provide authorization and payment processing for services delivered to DSHS clients.
 - dd. "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. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
 - ee. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
 - ff. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - gg. "SAW" means SecureAccess Washington. SAW is a single sign-on application gateway created by Washington State's Department of Information Services to access government services accessible via the Internet.
 - hh. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - ii. "SSPS means Social Service Payment System. SSPS is used for payment data history.
 - jj. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
 - kk. (1) "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are approved by LMTAAA in accordance with this Agreement.
 - (2) "Subcontractor" as used in the HIPAA Compliance section of the Agreement (in addition to definition kk.(1)) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

- ll. “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- mm. “Supplies” means all tangible personal property other than equipment as defined herein.
- nn. “TCARE” is a caregiver assessment and referral protocol designed to assist care managers who work with family caregivers who care for their older adult relatives.
- oo. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- pp. “Use” means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such information.
- qq. “User” means the Contractor employee who has registered or approved access to a system listed in this Agreement.
- rr. “WAC” means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

2. **Agreement Types.** LMTAAA may use four types of contracts for purchasing services:

a. Fee for Service

- The Contractor is reimbursed a negotiated fixed rate of pay based on performance of a defined unit of service. The unit rate is determined by a line item budget approved by LMTAAA. If a staffing plan is submitted, it may not be changed without LMTAAA approval. The actual cost to the Contractor may be more or less than the amount provided under the Agreement.
- Payment is made for each specified unit of service delivered and an upper limit is placed on the maximum consideration allowed (e.g., total number of services delivered). Typically, payment is made monthly based on a report of the number of service units delivered.

b. Cost Reimbursement

- The Contractor is reimbursed for actual costs up to the maximum consideration allowed in the contract. A line-item budget negotiated and contained in the Agreement must be adhered to or amended with prior

approval from LMTAAA.

- Payment is made for actual cost incurred for performing at a certain level of effort, regardless of the level of output achieved. Reimbursement is made for actual expenditures within the specified line-item budget categories. Billings must be accompanied by a line-item expenditure report. It is possible to reimburse Contractors for an agreed upon amount per a unit or service provided.

c. Set Rate/Fixed Price/Lump Sum

- The Contractor is reimbursed a set fixed amount or lump sum payment based on terms established in the Agreement; a negotiated lump sum for completion of the agreed upon performance. As with Fee for Service, the cost to the Contractor may be more or less than the Agreement provides. Unlike Fee for Service, the lump sum contract does not pay a rate for each repeated unit of service.
- Payment is made for a specified amount of delivered service or product. Typically, payment is tied to completion of agreed upon performance achievements. Other payment arrangements are possible, such as progress payments made to compensate for activities conducted over the specific period of the contract. LMTAAA will not pay if the specific terms in the contract are not met.

d. Performance Based

- These Agreements are based on attainment of specific outcomes (e.g., placement of a client into unsubsidized employment for six months).
- The rate of payment is generally negotiated based on cost information provided by the Contractor. In some cases, the rate may be set by LMTAAA policy or other means. LMTAAA will not pay if the specific terms in the contract are not met.

3. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

4. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (Clause 3.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email LMTAAA its acceptance of the amendment prior to final signing of the amendment.

5. **Assignment.** Except as otherwise provided herein, the Contractor shall not

assign rights or obligations derived from this Agreement to a third party without the prior, written consent of LMTAAA and the written assumption of the Contractor's obligations by the third party.

6. **Background Checks.** The Contractor shall ensure that hiring practices for staff who will have unsupervised access to clients are in accordance with RCW 43.20A.710. A Washington State Patrol criminal history background check is required every two years for all service providers who will have unsupervised contact with vulnerable adults. This applies to individual contractors, as well as employees and/or volunteers of a contracting entity. LMTAAA will complete background checks on all individual Contractors. Contracting entities are responsible to complete required background checks on their own employees, volunteers, and subcontractors. Background checks must be conducted through Washington State Patrol's Washington Access to Criminal History (WATCH) system, DSHS's Background Check Central Unit (BCCU), or a company accredited by a national association of background screeners. Those who have disqualifying crimes or negative actions per RCW 43.20A.710 cannot have unsupervised access to vulnerable adults served through this contract.
7. **Billing Procedure.** LMTAAA shall pay to the Contractor all allowable and allocable costs incurred as evidenced by proper invoice by the Contractor submitted to LMTAAA as set forth in the attached Special Terms and Conditions (Exhibit C) and in accordance with the Budget (Exhibit D), which is attached hereto and incorporated herein. The Contractor shall request payment using forms as designated by LMTAAA.
8. **Certification Regarding Ethics.** If the Contractor is a Municipality, defined as a county, city, town, district, or other municipal corporation or quasi municipal corporation organized under the laws of the state of Washington, by signing this Agreement the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
9. **Client Abuse.** The Contractor shall report all instances of suspected client abuse to DSHS, in accordance with RCW 74.34.
10. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under this Agreement may present grievances about the activities of the Contractor or any Subcontractor(s) related to service delivery. The client grievance procedure shall be formalized with clearly and concisely written procedures for hearing grievances, documenting information taken, referring the grievance to the next level and/or resolving the grievance. The Contractor shall record and maintain in writing all complaints and the action taken to resolve them.
11. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor and LMTAAA shall comply with all applicable federal, state and local laws, regulations and rules, including but not limited to, nondiscrimination laws and regulations.
12. **Confidentiality.** The parties shall use Personal Information and other confidential

information gained by reason of this Agreement only for the purpose of this Agreement. LMTAAA and the Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with 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 confidential information gained by reason of this 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.

13. **Data Security.** The Contractor shall perform the services as set forth in accordance with Appendix 1, Data Security Requirements.
14. **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 of agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters resulting directly from the Contractor's duty to provide services under this Agreement.
15. **Disputes.** In the event of a dispute between LMTAAA and the Contractor, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the Contractor shall follow the LMTAAA Grievance Procedure and, in writing:
 1. State the disputed issues;
 2. State the relative positions of the parties;
 3. State the Contractor's name and address; and
 4. LMTAAA must receive the documentation within thirty (30) days after the party could reasonably be expected to have knowledge of the issue that is being disputed.

The LMTAAA Director shall review the written dispute. The Director's decision will be documented and mailed to the Contractor within thirty (30) days of the receipt. The decision of the Director shall be final and conclusive unless, within thirty (30) days from the date of mailing of the Director's decision, the Contractor mails to LMTAAA a written appeal addressed to the Chairman of the LMTAAA Council of Governments.

An appeal date will be set within forty-five (45) days of receipt of the request. All parties required to participate in the appeal will be notified in writing of the appeal date at least ten (10) days prior to the appeal. A written response to all parties will be made within fifteen (15) days after the appeal.

If the Contractor is dissatisfied with the LMTAAA Council of Governments' decision, the Contractor has the right to appeal through the Department of Social and Health Services, Aging and Long Term Support Administration (ALTSA). The appeal must be in writing and filed with ALTSA within thirty (30) days of the

date the LMTAAA mailed the complaint resolution determination to the Contractor. A copy of the appeal must also be sent to the LMTAAA. The appeal shall:

1. State specifically the issue or issues and regulation or regulations involved in the basis for considering the LMTAAA's determination to be in error.
2. Include any supporting documentation.
3. Include a copy of the complaint and LMTAAA's determination that is being appealed.

Upon receipt of an appeal from the Contractor, ALTSA has forty-five (45) days to review and issue a final determination on the appeal. Final determination will be mailed to the Contractor and to the LMTAAA.

16. **Drug-Free Workplace.** The Contractor shall maintain a work place free from alcohol and drug abuse.
17. **DUNS Number.** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their DUNS Number for this Agreement. The Contractor's DUNS Number is listed on Page 1 of this Agreement. If the DUNS Number listed on Page 1 of this Agreement changes, the Contractor must immediately notify the DSHS Contact listed on Page 1 of this Agreement and provide the correct DUNS Number. "Data Universal Number System (DUNS) Number" means- a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It is used by the Federal government to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.
18. **Emergency Plan.** The Contractor shall have a plan for serving currently authorized clients during periods when normal services may be disrupted. This may include earthquakes, floods, snowstorms, pandemic flu, etc. The plan needs to include the maintenance of lists, including the identification of those clients who are at most risk, as well as emergency provisions for service delivery.
19. **Employee Whistleblower Rights.** For those Contracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101:
 - a. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - b. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101.

20. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contains 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.
21. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against LMTAAA involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by LMTAAA against a Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
22. **HIPAA Compliance.** This section of the Agreement is considered the Business Associate Agreement as required by HIPAA.

a. Compliance

Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

b. Use and Disclosure of PHI

Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- (1) Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- (2) Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- (3) Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

- (4) Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (5) Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- (6) Impermissible Use or Disclosure of PHI. Business Associate shall report to LMTAAA in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by LMTAAA, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- (7) Failure to Cure. If LMTAAA learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by LMTAAA do not end the violation, LMTAAA shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- (8) Termination for Cause. Business Associate authorizes immediate termination of this Contract by LMTAAA, if LMTAAA determines that Business Associate has violated a material term of this Business Associate Agreement. LMTAAA may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- (9) Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of LMTAAA, to LMTAAA for use in determining compliance with HIPAA privacy requirements.
- (10) Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to

PHI received from LMTAAA, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of LMTAAA, Business Associate shall:

- (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (ii) Return to LMTAAA or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (iv) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (v) Return to LMTAAA or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (11) Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

c. Individual Rights

(1) Accounting of Disclosures.

- (i) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (ii) Within ten (10) business days of a request from LMTAAA, Business Associate shall make available to LMTAAA the information in Business Associate's possession that is necessary for LMTAAA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (iii) At the request of LMTAAA or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the

HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

- (iv) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

(2) Access

- (i) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by LMTAAA or the Individual as necessary to satisfy LMTAAA's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (ii) When the request is made by the Individual to the Business Associate or if LMTAAA asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by LMTAAA, the Business Associate shall provide the records to DSHS within ten (10) business days.

(3) Amendment.

- (i) If LMTAAA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and LMTAAA has previously provided the PHI or record that is the subject of the amendment to Business Associate, then LMTAAA will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (ii) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by LMTAAA or as necessary to satisfy LMTAAA's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

d. Subcontracts and Other Third Party Agreements

In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

e. Obligations

To the extent the Business Associate is to carry out one or more of LMTAAA's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to LMTAAA in the performance of such obligation(s).

f. Liability

Within ten (10) business days, Business Associate must notify LMTAAA of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

g. Breach Notification

- (1) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from LMTAAA or involving LMTAAA clients, Business Associate will take all measures required by state or federal law.
- (2) Business Associate will notify LMTAAA within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- (3) Business Associate will notify the LMTAAA Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the LMTAAA Contact. Business Associate will coordinate and cooperate with LMTAAA to provide a copy of its investigation and other information requested by LMTAAA, including advance copies of any notifications required for LMTAAA review before disseminating and verification of the dates notifications were sent.
- (4) If LMTAAA determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

- (i) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
- (ii) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- (iii) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
- (iv) LMTAAA will take appropriate remedial measures up to termination of this Contract.

h. Miscellaneous Provisions

- (1) Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- (2) Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

23. **Incorporations.** All rights and obligations of the parties to this Agreement shall be subject to and governed by:

- a. All the applicable federal and state laws and regulations are incorporated by reference herein.
- b. All policies and procedures in the "Policies and Procedures for Area Agency on Aging Operations Manual," as existing and as hereafter revised, are incorporated by reference herein.
- c. All DSHS Aging and Long Term Support Administration Management Bulletins, guidelines, standards, and policies and procedures, as existing and as hereafter revised, are incorporated by reference herein.

24. **Independent Status.** Except as otherwise provided in Section 43. Subcontracting, below, for purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of LMTAAA, DSHS, or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of LMTAAA, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee LMTAAA or the State of Washington. The Contractor shall indemnify and hold harmless LMTAAA from all obligations to pay or withhold

federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

25. Information Requirements. The Contractor shall provide to LMTAAA the following documents, as applicable:

- a. The Contractor's liability insurance;
- b. Signature Authorizations Forms;
- c. Roster of Board of Directors, Board of Trustees, and/or Advisory Board members;
- d. Licenses and certifications;
- e. Budget;
- f. Staffing plan;
- g. Personnel policies and procedures;
- h. Job descriptions;
- i. By-laws; and
- j. Articles of Incorporation.

All documents listed above must be submitted annually and/or as changes occur throughout the term of this Agreement, with any changes made from previous documents on file with LMTAAA indicated with an asterisk, along with the date changes were formally adopted. All of the above documents are subject to review and approval by LMTAAA. Should such changes affect the scope of this Agreement, LMTAAA reserves the right to amend or terminate this Agreement.

26. Inspection. Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

27. Insurance. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to and throughout the term of this Agreement, provide certificates of insurance to that effect to LMTAAA.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The State of Washington, DSHS and LMTAAA shall be named as additional insureds.

Business Automobile Coverage – The Contractor shall maintain Business Automobile Liability insurance 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 DSHS and LMTAAA with a waiver of subrogation or name DSHS and LMTAAA as an additional insured.

28. **Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to LMTAAA and all expenditures made by the Contractor to perform as required by this Agreement.
 - a. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
29. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Service, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.
30. **Order of Precedence.** In the event of an inconsistency in the Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- a. Applicable federal and State of Washington statutes and regulations; and
 - b. This Agreement.
31. **Ownership of Client Assets.** The Contractor shall ensure that any client for whom the Contractor or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of

this paragraph, client's personal property does not pertain to client records. The Contractor or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or LMTAAA all of the client's personal property.

32. **Ownership of Material.** Material created by the Contractor and paid for by LMTAAA as a part of this Agreement shall be owned by LMTAAA and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by LMTAAA is owned by the Contractor and is not "work made for hire"; however, LMTAAA shall have a license of perpetual duration to use, modify, and distribute this material at no charge to LMTAAA, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

33. **Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Agreement shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.

When supplies with a total aggregate fair market value over \$5000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the total aggregate fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

34. **Ownership of Real Property, Equipment and Supplies Purchased by LMTAAA.** Title to property, equipment and supplies purchased by LMTAAA and provided to the Contractor to carry out the activities of this Agreement shall remain with LMTAAA. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

35. **Payment.** LMTAAA shall pay the Contractor upon acceptance by LMTAAA of properly-completed invoices and approval of required reports. LMTAAA shall pay

the Contractor an amount not to exceed the maximum consideration of this Agreement for the satisfactory performance of all work set forth in the Statement of Work (Exhibit B). If this Agreement is terminated, LMTAAA shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

If the Contractor claims and is reimbursed for costs under this Agreement which LMTAAA later finds were claimed in error or not allowable costs under the terms of this Agreement, LMTAAA shall recover those costs and the Contractor shall fully cooperate during such recovery.

The Contractor shall not charge or accept additional payment from any client or relative, friend, guardian, or attorney of the client, or any other person for services provided under this Agreement. In the event that this provision is violated, LMTAAA shall have the right to assert a claim against the Contractor on its own behalf and/or on behalf of the client.

LMTAAA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, LMTAAA shall not pay any claims for payment for services submitted more than forty-five (45) days after completion of the Agreement period. The Contractor shall not bill LMTAAA for services performed under this Agreement, and LMTAAA shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington, LMTAAA or any other party under any other contract or agreement for the same services.

36. **Program Income.** All program income derived from the provision of services described in this Agreement (i.e. client donations), and/or derived or generated through program fundraising activities supported by funds authorized through this Agreement, shall be used by the Contractor to provide increased levels of service or improve the quality of services as set forth in the Statement of Work (Exhibit B). The Contractor shall report all program income to LMTAAA when it is received. The Contractor shall use program income prior to funds authorized through this Agreement. If actual program income received is significantly higher than what was projected in the budget, the Contractor shall notify LMTAAA and request LMTAAA approval as to how such program income will be used.

The Contractor shall assure that clients receiving Older Americans Act services have the opportunity to make a voluntary donation towards the cost of service provided under this Agreement. The Contractor shall assure that the methods of receiving donations from individuals shall be handled in such a manner to ensure confidentiality. The Contractor shall not differentiate among individuals based on their ability, or inability, to make a donation.

37. **Public Information.** All notices, informational brochures, press releases, research reports, and similar public notices prepared and released by the Contractor for the services described in this Agreement shall include a statement indicating the funding source as awarded under this Agreement with the Lewis-Mason-Thurston Area Agency on Aging. Failure to comply with the requirements of this section may result in the termination or suspension of this Agreement and/or non-reimbursement for the costs of said brochures, advertising, etc.

38. **Responsibility.** Each party to this Agreement shall be responsible for the negligence 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 party to the Agreement. LMTAAA and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. LMTAAA and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either LMTAAA or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

39. **Restrictions Against Lobbying.** The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR Section 93.110.

The Contractor shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this section and requiring subcontractors to certify and disclose accordingly.

40. **Same-Sex Marriage.** The Contractor shall recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. *United States v. Windsor*, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.

41. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other

provisions of this Agreement.

42. **State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.
43. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work (Exhibit B).
44. **Subcontracting.**
- a. The Contractor must obtain prior written approval from LMTAAA to subcontract any portion of the services provided within the terms of this Agreement.
 - b. Any subcontracts shall be in writing and the Contractor shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all client services subcontracts.
 - c. Subcontractors are prohibited from further subcontracting for direct client services without prior written approval from LMTAAA.
 - d. When the nature of the service the Subcontractor is to provide requires a certification, license or approval, the Contractor may only subcontract with such Subcontractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.
 - e. In any contract or subcontract awarded to or by the Contractor in which the authority to determine service recipient eligibility is delegated to the Contractor or to a Subcontractor, such contract or subcontract shall include a provision acceptable to LMTAAA that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a grievance procedure in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
 - f. If LMTAAA, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for damages arising from any act or omission from this Agreement, then LMTAAA shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and several liability, LMTAAA and the Contractor shall share in the Subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than LMTAAA and the Contractor. This term shall not apply in the event of a settlement by either LMTAAA or the Contractor.
 - g. Any subcontract shall designate subcontractor as Contractor's Business

Associate, as defined by HIPAA, and shall include provision as required by HIPAA for Business Associate contract. The Contractor shall ensure that all client records and other PHI in possession of subcontractor are returned to Contractor at the termination or expiration of the subcontract.

45. Subrecipients.

- a. General. If the Contractor is a Subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractor who are Subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Right Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for the fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to LMTAAA the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F, prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
 - c. Overpayments. If it is determined by LMTAAA, or during the course of the required audit, that the Contractor has been paid unallowable costs under the Agreement, LMTAAA may require the Contractor to reimburse LMTAAA in accordance with 2 CFR Part 200.
 - (1) For any identified overpayment involving a subcontract between the Contractor and a Tribe, LMTAAA agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.
46. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
47. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.** If the funds LMTAAA relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Agreement:
- a. At LMTAAA's discretion, the Agreement may be renegotiated under the revised funding conditions.
 - b. At LMTAAA's discretion, LMTAAA may give notice to the Contractor to suspend performance when LMTAAA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When LMTAAA determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to LMTAAA informing LMTAAA whether it can resume performance and, if so, the date of resumption. For purposes of this sub-subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to LMTAAA and an acceptable date cannot be negotiated, LMTAAA may terminate the contract by giving written notice to the Contractor. The parties agree that

the Agreement will be terminated retroactive to the date of the notice of suspension. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

- c. LMTAAA may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to LMTAAA in the event the termination option in this section is exercised.

48. Termination for Convenience. Either party may terminate this Agreement in whole or in part for convenience by giving a minimum of thirty (30) calendar days' written notice addressed to the other party.

49. Termination for Default.

- a. LMTAAA may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if LMTAAA has a reasonable basis to believe that the Contractor has:
 - 1) Failed to meet or maintain any requirement for contracting with LMTAAA;
 - (2) Failed to perform, or perform adequately, under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- b. Before LMTAAA may terminate this Agreement for default, LMTAAA 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 correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, LMTAAA may then terminate the Agreement. LMTAAA may terminate the Agreement for default without such written notice and without opportunity for correction if LMTAAA has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to LMTAAA, if the Contractor has a reasonable basis to believe that LMTAAA has:
 - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (2) Failed to perform under any provision of this Agreement;

- (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
 - d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide LMTAAA with written notice of LMTAAA's noncompliance with the Agreement and provide LMTAAA a reasonable opportunity to correct LMTAAA's noncompliance. If LMTAAA does not correct LMTAAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
50. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- a. The Contractor shall cease to perform any services required by this 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.
 - b. The Contractor shall promptly deliver to LMTAAA, all LMTAAA assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return LMTAAA 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 take reasonable steps to protect and preserve any property of LMTAAA that is in the possession of the Contractor pending return to LMTAAA.
 - c. LMTAAA shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. LMTAAA may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by LMTAAA.
 - d. If LMTAAA terminates this Agreement for default, LMTAAA may withhold a sum from the final payment to the Contractor that LMTAAA determines necessary to protect LMTAAA against loss or additional liability. LMTAAA shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.
51. **Treatment of Client Property.** Unless otherwise provided in the applicable 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 of completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's

personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricted clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

52. **Waiver.** Waiver of any breach of 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 section entitled "Amendment". Only LMTAAA has the authority to waive any term or condition of this Agreement on behalf of LMTAAA.

GENERAL TERMS AND CONDITIONS

APPENDIX 1

Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS/LMTAAA Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between LMTAAA and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

- f. "CLC" means Community Living Connections, Washington State's name for its No-Wrong-Door access network of Area Agencies on Aging and their state, regional and local partners.
- g. "CLC-GetCare" means a version of RTZ's GetCare product modified to support Washington State's Community Living Connections. It is used for managing programs funded by the Older Americans Act, CMS, state general fund, local resources, and federal grants, including Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA). It supports reporting for the National Aging Program Information System and Medicare Improvements for Providers Act. It also supports the CLC public website with a consumer portal and a resource directory.
- h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- i. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- j. "GetCare" is a secure cloud-based platform for client and program management. It is a product of RTZ Systems.
- k. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- l. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- m. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- n. "Portable Device" means any computing device with a small form factor,

designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

- o. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- p. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- q. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- r. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. Systems Access and Method of Access. The Contractor may request permission to access the following:

- a. Provider One payment system, or successor payment system, for payment data; and
- b. The Community Living Connections (CLC)/GetCare System in order to manage, record, and report service provision and utilization, demographic, resource directory, and consumer website information.

3. Access and Disclosure Information. The Contractor shall not disclose the contents of any client records, files, papers and communications except as necessary for the administration of programs to provide services to clients as required by law.

- a. The Contractor shall limit access to client data to staff whose duties specifically require access to such data in the performance of their assigned duties. Contractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data
- b. The Contractor shall ensure each employee with access to data systems signs the *Contractor Agreement on Nondisclosure of Confidential Information* form, provided by LMTAAA, to acknowledge the data access requirements prior to LMTAAA granting access. Access will be given only to data necessary to the performance of this Agreement. The Contractor shall retain the original Nondisclosure form on file. The Contractor shall have the form available for LMTAAA review upon request.

The Contractor must provide an annual written reminder of the Nondisclosure requirements to all employees with access to data to remind them of the limitations, use or publishing of data. The Contractor shall retain documentation of such reminder on file for monitoring purposes.

- c. The Contractor shall not use or disclose any information concerning any client for any purpose not directly connected with the administration of the Contractor's responsibilities under this Agreement except by prior written consent of the client, his/her attorney, parent or guardian.
- d. LMTAAA and the Contractor may disclose information to each other or to DSHS for purposes directly connected with the administration of DSHS/LMTAAA programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The Contractor shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, DSHS and LMTAAA. LMTAAA must authorize in writing the disclosure of this information to any other party not identified in this section.
- e. The Contractor shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of LMTAAA.
- f. The Contractor shall notify LMTAAA within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s).
- g. The Contractor shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.
- h. Access to systems may be continuously tracked and monitored. LMTAAA and DSHS reserve the right at any time to conduct audits of systems access and use, and to investigate possible violations of this Agreement and/or violations

of federal and state laws and regulations governing access to protected health information.

- 4. Dissemination to Staff.** Prior to making information available to new staff and annually thereafter, the Contractor shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:

a. Confidentiality of Client Data

- (1) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPAA Privacy Rule- 45 CFR 160 to 45 CFR 164.
- (2) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.

b. Use of Client Data

- (1) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of aging and long-term care programs.
- (2) Any personal use of client information is strictly prohibited.
- (3) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

c. Disclosure of Information

- (1) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01.
- (2) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS/LMTAAA programs.
- (3) Questions related to disclosure are to be directed to the LMTAAA Contracts Manager.
- (4) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law

5. Security of Data.

- a. The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The Contractor shall take due care to ensure the Contractor and its

- subcontractors protect said data from unauthorized physical and electronic access. The Contractor is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information* form will be able to access the data that Washington State shares with LMTAAA and the Contractor under this Agreement.
- b. The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to LMTAAA. LMTAAA shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by DSHS/LMTAAA will remain the property of DSHS/LMTAAA and will be promptly destroyed when the Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.
 - c. The Contractor shall protect information according to state and federal laws including the following incorporated by reference:
 - (1) Privacy Act 1974 5 USC subsection 552a;
 - (2) Chapter 40.14 RCW Preservation and Destruction of Public Records;
 - (3) Chapter 74.04 RCW General Provisions – Administration;
 - (4) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
 - (5) 45 CFR 205.50 provides for safeguarding information for the financial assistance programs and identifies limitations to disclosure of said information; and
 - (6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.

6. Administrative Controls. The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4, the

Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

7. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS/LMTAAA Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.

- (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

8. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS/LMTAAA Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 7 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by LMTAAA on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS/LMTAAA Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by LMTAAA on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network

using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify the LMTAAA Contracts Manager immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS/LMTAAA Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under

the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DSHS/LMTAAA Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS/LMTAAA Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 7 Data Disposition.
- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS/LMTAAA Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 7 Data Disposition.

i. Cloud storage. DSHS/LMTAAA Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither LMTAAA nor the Contractor has control of the environment in which the Data is stored. For this reason:

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS/LMTAAA.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes Protected Health Information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

9. System Protection. To prevent compromise of systems which contain DSHS/LMTAAA Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within three months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS/LMTAAA Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

10. Data Segregation.

a. DSHS/LMTAAA Data must be segregated or otherwise distinguishable from non-DSHS/LMTAAA data. This is to ensure that when no longer needed by the Contractor, all DSHS/LMTAAA Data can be identified for return or destruction. It also aids in determining whether DSHS/LMTAAA Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

(1) DSHS/LMTAAA Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/LMTAAA Data; and/or

(2) DSHS/LMTAAA Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/LMTAAA Data; and/or

(3) DSHS/LMTAAA Data will be stored in a database which will contain no

non- DSHS/LMTAAA data; and/or

- (4) DSHS/LMTAAA Data will be stored within a database and will be distinguishable from non- DSHS/LMTAAA data by the value of a specific field or fields within database records.
- (5) When stored as physical paper documents, DSHS/LMTAAA Data will be physically segregated from non-DSHS/LMTAAA data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS/LMTAAA Data from non- DSHS/LMTAAA data, then both the DSHS/LMTAAA Data and the non- DSHS/LMTAAA data with which it is commingled must be protected as described in this Exhibit.

- 11. Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 4.b, Data shall be returned to LMTAAA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk.
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 12. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS/LMTAAA shared Data must be reported to the LMTAAA Contact Person designated in the Agreement within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS/LMTAAA.

13. **Data shared with Subcontractors.** If DSHS/LMTAAA Data provided under this Agreement is to be shared with a subcontractor, the Agreement with the subcontractor must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the Contractor cannot protect the Data as articulated within this Agreement, then the contract with the Subcontractor must be submitted to the LMTAAA Contact Person specified for this Agreement for review and approval.

Service	Transportation
Funding Source	OAA IIIB/SCSA

Total	\$99,227
less in-kind	\$32,725
less non-qualified trips	\$1,284
Contract budget	\$65,218

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Agreement#: 18-1120-0041-06(2)
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2019

EXHIBIT B -- STATEMENT OF WORK

LEWIS-MASON-THURSTON AREA AGENCY ON AGING (LMTAAA)

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA

dba

MASON TRANSIT AUTHORITY

(Hereinafter referred to as the "Contractor")

THE PURPOSE OF THIS DOCUMENT is to establish a Statement of Work for this Agreement between LMTAAA and the Contractor.

1. Service Description

The Contractor shall provide Transportation to individuals age 60 or older in Lewis, Mason and/or Thurston County. The Contractor shall provide services in accordance with WAC 480-30 and 480-31, RCW 81, WAC 388-106-110, Title III of the Older Americans Act and Americans with Disabilities Act Titles II and III.

The Contractor shall provide Transportation services designed to transport older persons to and from medical and health care services, social services, meal programs, senior centers, shopping and recreational activities so such service will be accessible to eligible individuals who have no other means of transportation or are unable to use transportation.

2. Eligibility Criteria

The Contractor shall provide Transportation services to persons age 60 and over who meet the following criteria:

- a. Need transportation to medical and health care services, social services, meal programs, senior centers, shopping and recreational activities; and
- b. Cannot manage their own transportation because:
 - They do not have a car; or
 - They cannot drive; or
 - They cannot afford to drive; and
 - They cannot use public transportation; or

- Public transportation is not available or accessible.

3. Target Population

The Contractor shall target Transportation services to older adults with the following characteristics:

- Elders with low income;
- Frail elders (75+) in need of support to age in place;
- Elders any age who live alone and who lack an adequate social support network;
- Elders any age who live in very remote rural settings;
- Elders with impaired health (including chronic medical, dental or mental illness);
- Elders of ethnic and/or cultural minorities, including individuals with limited-English proficiency.

4. Trip Prioritization

The Contractor shall prioritize trips as follows:

- Medically related trips
 - Physician or Physician Assistant
 - Physical/Occupational/Speech Therapy
 - Dentist
 - Mental/Behavioral Health
 - Pharmacy
- Adult Day Care
 - Adult day care program
 - Respite care
- Essential Errands
 - Shopping for food/household goods
 - Banking
 - Post office
- Social Services
 - Social Security
 - Home and Community Services/Area Agency on Aging
 - DSHS
 - Community Service Office
- Nutrition Programs
 - Congregate meal programs

5. Transportation Drivers-Paid and Volunteer

The Contractor shall ensure and document that all paid and volunteer drivers:

- Have an appropriate and valid Washington State Driver's license. State law requires commercial driver's license for those driving a vehicle with a capacity of 16 or more;
- Have had no moving traffic violations and have not been involved in any at-fault accidents within the past three years;
- Are physically capable of safely driving the program vehicles, with written verification from a physician or other creditable source; and
- Pass a criminal history background check.
- Individual volunteer drivers are required to carry the state mandatory minimum amounts of insurance for private vehicles.

6. Driver Training Guidelines

The Contractor shall assure paid vehicle drivers are trained adequately and are able to safely use all associated equipment through a formal training plan.

- New drivers should be fully briefed about the transportation program, reporting forms, vehicle operation and the geographic area in which they will operate their vehicles.
- Within the first six months of employment drivers should successfully complete the National Red Cross course in first aid training, including training, including the use of cardiopulmonary resuscitation (CPR) techniques. Other courses that provide equivalent training can be substituted with approval of the Area Agency on Aging - AAA. Drivers on an annual basis should complete refresher courses. Any alternative policies and procedures regarding emergency situations and required training for drivers can be reviewed and approved by the area agency.
- Within the first six months of employment drivers should complete a defensive driving course.
- Within the first six months of employment drivers should be provided training that will assist them in better serving the targeted population group within the provider's service area. Passenger assistance training such as ADAPT or PAT could be given directly by the provider or through other training resources available within the community with approval of the AAA. The targeted population they may be serving could include people with disabilities and people who have limited English proficiency
- Drivers should be made aware of the changes in the transportation program, reporting forms and vehicle operation through regular dissemination of such information in a formal verifiable manner (i.e. email, bulletin boards, newsletters, safety meetings, etc.)

The Contractor shall assure training of volunteer drivers as follows;

- Training of volunteer drivers should include orientation to the sponsoring agency and the purpose of the program, role of volunteers, right and responsibilities, reimbursement, reporting requirements and evaluation. On-going in-service training should be provided to volunteers as

opportunities arise and should be coordinated with other community programs to increase the volunteer's knowledge of services available for older persons in the community.

- Volunteer drivers should have defensive driving training and passenger assistance and sensitivity training within the first sixty days following the initial driving assignment. First Aid and CPR training is optional, depending on the sponsoring agency's policy on the issue.

7. Driver Evaluation-Paid and Volunteer

The Contractor shall

- Evaluate each driver's performance on a semi-annual basis, which would include on-board evaluation of actual practice and general knowledge of the job. The results of these semi-annual evaluations should be documented.
- At least annually, each driver should have all of their job application information updated so that any changes in their status, which affect their ability to perform as a driver, would be noted. At the same time, their performance and job responsibilities should be reviewed.
- Investigate any accident involving a driver's agency-sponsored activities immediately. A report of the accident should be placed in the driver's personnel file.

8. Maintenance Recommendations

The Contractor shall follow these maintenance recommendations;

- Prevention-The transportation provider should develop and implement a preventive maintenance program that adequately addresses all of the maintenance needs of vehicles and related equipment, utilizing, at a minimum, the maintenance schedule provided by the vehicle manufacturer.
- Documentation-There should be a system in place to document the time and circumstances of all maintenance services received by each vehicle and related equipment. Vehicle servicing should be based upon the preventive maintenance schedule.
- For profit and non-profit agency vehicles should meet ADA vehicle accessibility requirements and keep ADA equipment maintained.
- Personally owned vehicles (POV) must be maintained under state law minimum requirements. Volunteers are responsible for maintaining their own vehicles.

9. Referral to Information and Assistance/Case Management

The Contractor shall, subject to client consent, all clients who appear to meet the vulnerability criteria should be referred to the I&A component of the I&A/CM program screening to determine the need for case management.

10. Contribution Policy

The Contractor shall allow persons who receive services funded by Title III of the Older Americans Act a free and voluntary opportunity to contribute to the cost of services provided. The Contractor must protect each person's privacy with respect to his/her contribution, establish procedures to safeguard and account for all contributions made by users of the service and use all such contributions to expand the service for which the contribution was received.

The Contractor shall develop a suggested contribution schedule. If a schedule is developed, the provider must consider the income ranges of older persons in the community and the provider's other sources of income. No otherwise eligible person may be denied service because he/she will not or cannot contribute to the cost of the service.

11. Service Levels

The Contractor shall set as a goal for the current calendar year the following estimated services levels:

- Proposed number of trips to be provided in 2019:
1,550 trips.
- Proposed number of miles to be provided in 2019:
72,390 miles.
- Proposed number of unduplicated clients to be served in 2019:
101 unduplicated clients.

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Agreement#: 18-1120-0041-06(2)
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2019

SPECIAL TERMS AND CONDITIONS – EXHIBIT C

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA
dba
MASON TRANSIT AUTHORITY

THE PURPOSE OF THIS DOCUMENT is to establish Special Terms and Conditions for this Agreement between LMTAAA and the Contractor.

1. **Purpose.** It is the purpose of this Agreement to provide Transportation Services, in compliance with Washington State Department of Social and Health Services, Aging and Long Term Support Administration (hereinafter referred to as "DSHS") service definitions, standards and/or guidelines and in accordance with the herein enumerated work plan, to individuals age sixty (60) years and above who are determined to be eligible for this service under the Washington State Senior Citizens Services Act, and/or provisions of the Older Americans Act of 1965, as amended.
2. **Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall **commence on January 1, 2019 and be completed on December 31, 2019** unless terminated sooner according to provisions enumerated in the General Terms and Conditions.
3. **Service Area.** The geographic service area in which the Contractor shall provide the defined service is Mason County.
4. **Eligibility Determination.** Determination of client eligibility for service under this Agreement shall be determined by the Contractor according to the applicable laws and regulations of the Washington State Senior Citizens Services Act, and/or provisions of the Older Americans Act of 1965, as amended. Priority will be given to vulnerable, low-income, minority and limited-English speaking elderly and those individuals meeting target population criteria as outlined in program standards the Aging and Long Term Support Administration Policy and Procedures Manual for Area Agency on Aging Operations. The Contractor shall develop methods for locating and identifying the priority individuals.

5. Consideration and Reimbursement.

A. Maximum Consideration

The maximum consideration for work performed under this Agreement shall not exceed **Thirty-Eight Thousand Nine Hundred and Ten Dollars (\$38,910)** from the provisions of the Older Americans Act of 1965, as amended and/or Washington State Senior Citizens Services Act.

This award is subject to the availability of federal, state and local funds. As such, the maximum consideration of this Agreement is subject to unilateral reduction by the COG should the anticipated level of federal, state or local funding not be made available.

B. Basis for Reimbursement

This is a Fee for Service sub-recipient contract. Payment shall be made on the basis of **Fifty-four point two cents (\$.545) per mile** delivered in accordance with the terms of this Agreement.

C. Match Requirements

The federal share of the total cost, including match, may not exceed eighty-five percent (85%) of the total cost of this Agreement. The required non-federal match is **Six Thousand Eight Hundred Sixty-Seven (\$6,867)**. Local match may be met with cash and/or in-kind resources, identified in the budget and utilized in the performance of the service(s) described in this Agreement.

D. Reimbursement Procedure

- (1) LMTAAA shall provide payment to the Contractor for costs of services performed hereunder as evidenced by proper invoice submitted by the Contractor to LMTAAA no later than the fifteenth day of each calendar month following the calendar month during which the services were performed.
- (2) LMTAAA agrees to make payment with warrants for services provided as approved by the LMTAAA within thirty (30) days following receipt of the Contractor's claim for reimbursement, except as otherwise provided in the General Terms and Conditions.
- (3) LMTAAA may withhold reimbursement from the Contractor if the terms of this Agreement are not met. Reimbursement may be withheld for a time equal to the period of non-compliance.

- (4) LMTAAA may reduce the Contractor's reimbursement by One Hundred Dollars (\$100.00) for each failure to include the required listing of LMTAAA and funding source information on Contractor controlled public materials and messages.

6. **Budget.** The Contractor must provide a description of how the budgeted and actual costs of the service provided under this Agreement were calculated. This may be in the form of a formal written Cost Allocation Plan or it might be a simple worksheet that includes formulas that were used to allocate a percentage of shared costs to the activities of this Agreement. Allocations must be based on measurable and verifiable indicators such as units provided, FTEs disbursed, or square footage among others. This description must be submitted annually with the new budget and whenever allocation changes are made during the contract year.

7. **Reports.**

- A. The LMTAAA requires programmatic reports be submitted by the fifteenth day of the month following the month service was provided.
- B. The Contractor shall submit revenue/expenditure reports by the last day of the month following the end of each calendar quarter.

Revenue/expenditure reports shall conform to the following requirements:

(1) Revenue and Expenditures

- a. A complete record of all revenues earned from all sources and all expenditures incurred in the provision of services performed hereunder;
- b. All amounts of revenue and expenditure are traceable to source documents;
- c. All revenue and expenditures are allocated using the approved cost allocation plan and budget developed for the provision of services performed hereunder;
- d. Worksheets and source documents are readily available and reviewable.

(2) Number of Service Units

- a. Traceable back to source documents;
- b. Source documents are readily available and reviewable.

(3) Projections

- a. Reasonable and complete;

- b. Worksheets and source documents are readily available and reviewable.

8. **Provisions of Service Delivery.** In addition to the Statement of Work and General Terms and Conditions, the Contractor agrees to the following:

- A. The Contractor shall provide advanced written notification to LMTAAA of all proposed changes in the administration of the program and/or staffing plan. Program and staffing plan changes must be reviewed and approved by LMTAAA prior to implementation.
- B. The Contractor shall provide written notification to LMTAAA when prioritization plans need to be implemented. Prioritization plans must be reviewed and approved by LMTAAA prior to implementation.
- C. The Contractor shall notify LMTAAA of any significant management problems or situations that may impact the provision of service.
- D. The Contractor shall conduct annual client satisfaction surveys and share the results with LMTAAA. Original responses to the client satisfaction surveys will be made available to LMTAAA upon request and/or monitoring visits.
- E. The Contractor shall provide substantially equal levels of service in all months within the period of performance of this Agreement.

INVOICE SIGNATURE AUTHORIZATION

Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: _____

SERVICE: _____

This is to certify that: the following named person(s) are **authorized to sign requests for payment of services** provided by the Contractor; and their specimen signatures are genuine.

1. _____
Name (typed or printed) Title

Specimen Signature

2. _____
Name (typed or printed) Title

Specimen Signature

3. _____
Name (typed or printed) Title

Specimen Signature

4. _____
Name (typed or printed) Title

Specimen Signature

Certified By: _____
Contractor Signature
(President, Chairman of Board or comparable official)

Title Date

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CONTRACT SIGNATURE AUTHORIZATION

Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: _____

SERVICE: _____

This is to certify that: the following named person(s) are authorized by the above named Contractor **to commit the Contractor to the terms and conditions of contracts** written between itself and the Lewis-Mason-Thurston Area Agency on Aging; and their specimen signatures are genuine.

1. _____
Name (typed or printed) Title

Specimen Signature

2. _____
Name (typed or printed) Title

Specimen Signature

3. _____
Name (typed or printed) Title

Specimen Signature

4. _____
Name (typed or printed) Title

Specimen Signature

Certified By: _____

Contractor Signature
(President, Chairman of Board or comparable official)

Title Date

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Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Actionable*
Subject: Surplus of Four (4) Cutaway Vans
Prepared by: Marshall Krier, Maintenance and Facility Manager
Approved by: Danette Brannin, General Manager
Date: January 15, 2019

Background:

Mason Transit has four cutaways that have exceeded their useful life and are ready for surplus.

Van Number	Year, Model & Description	Current Miles
434	2010 Chevrolet cutaway	227,844
435	2010 Chevrolet cutaway	297,570
436	2010 Chevrolet cutaway	297,485
437	2010 Chevrolet cutaway	289,436

All of these vehicles were replaced by recently acquired cutaways numbered 460-464.

Summary:

Surplus four cutaway vehicles.

Fiscal Impact:

Revenue TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board adopt Resolution No. 2019-02 declaring and approving the surplus and disposal of vehicles as set forth therein.

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RESOLUTION NO. 2019-02

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE DISPOSAL OF SURPLUS VEHICLES.

WHEREAS, the Mason Transit Authority ("MTA") Board, by Resolution No. 2000-04, as amended, has adopted established policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA; and

WHEREAS, such policies ensure that the public shall receive the greatest possible value for such items.

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the following vehicles be declared as surplus:

Van Number	Year, Model & Description	Current Miles
434	2010 Chevrolet cutaway	227,844
435	2010 Chevrolet cutaway	297,570
436	2010 Chevrolet cutaway	297,485
437	2010 Chevrolet cutaway	289,436

Adopted this 15th day of January, 2019.

Randy Neatherlin, Chair

Wes Martin, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Kevin Shutt, Authority Member

Sandy Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 3 – *Actionable*

Subject: Appointment of Citizen Adviser

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: January 15, 2019

Background:

The MTA Bylaw changes as approved by Resolution No. 2019-01, the next step is to appoint a citizen adviser to the Board with the term to be January-December, 2019, unless extended by motion of the MTA Board.

To date, MTA has received one application by John Piety. His application is attached for consideration. Mr. Piety was a member of MCTAB for many years and has consistently attended MTA Board meetings for several years.

Summary:

Appointment of citizen adviser.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board appoint citizen John Piety to serve as the non-voting citizen adviser to the Board, with the term being January-December, 2019.

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Non-Voting Adviser to MTA Authority Board

Application to Serve



DATE: 1/5/2019

NAME: John Piety

ADDRESS:

MAILING AD

PHONE:

EMAIL:

PREFERRED METHOD OF CONTACT (PLEASE CIRCLE):

PHONE

EMAIL

OCCUPATION: retired - manager in University of Washington ME 21 yrs
IF RETIRED, PLEASE INDICATE FORMER OCCUPATION

HOW LONG HAVE YOU LIVED IN MASON COUNTY? 25 yrs (property owner 26 yrs)

WHAT INTERESTS AND/OR SKILLS DO YOU WISH TO OFFER TO THE AUTHORITY BOARD?

I do ride the bus. I have advanced training in science and business with practical in field application of these skills. I have experience as the leader with volunteer groups such as captain of the aid bucket for volunteer fire fighters.

WHAT DO YOU PERCEIVE IS THE ROLE OR PURPOSE OF THE CITIZEN ADVISER TO THE AUTHORITY BOARD?

As a user my role is to provide advise as a member of the public to the Authority Board. This advise would include ideas and support for the improvement and increased availability of public transit

PLEASE LIST ANY FINANCIAL, PROFESSIONAL, OR VOLUNTARY AFFILIATIONS THAT MAY INFLUENCE OR AFFECT YOUR SERVICE AS ADVISER TO THIS BOARD (i.e. create conflict of interest)?

none

Non-Voting Adviser to MTA Authority Board



Application to Serve

REALISTICALLY, HOW MUCH TIME CAN YOU COMMIT TO ADVISER DUTIES? (PLEASE CHECK BOX)

DAILY

WEEKLY

MONTHLY

QUARTERLY

WHY DO YOU WANT TO SERVE AS THE CITIZEN ADVISER TO THE AUTHORITY BOARD?

I want to help serve as an adviser to provide input
exploring ways to support Transit's mission to establish
transportation choices for everyone in the county in order
to help increase the quality of life and transportation ~~choices~~ options.

SIGNATURE: _____

[Signature]
APPLICANT

1/5/2019

DATE

PLEASE RETURN COMPLETED APPLICATION TO: Mason Transit Authority, 790 East Johns Prairie Road, Shelton, WA 98584 ATTN: Board Clerk

*****FOR OFFICE USE ONLY*****

Visit Scheduled: _____

Appointed to Serve: _____

Renewal: _____

Date Resigned: _____

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational – Item 1 - *Informational*
Subject: Mason Transit Authority Regional Mobility Park and Ride Progress Update
Prepared by: Patrick Holm, SCJ Alliance
Approved by: Danette Brannin, General Manager
Date: January 15, 2019

Summary for Discussion Purposes:

Project Management: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress.

Permitting: Building permit and water plans are in progress for the Belfair park and ride. Site permits (~~septic~~, grading, forest practices, SEPA Checklist) were submitted in October. The septic permit has been approved by Mason County. SCJ is working with WSDOT for a Developer Permit for the Pear Orchard Park and Ride.

Design Development: Site is design is complete. A-RT is in the process of designing the revised building, bus overhang, and pedestrian waiting area with the recent recommendations from MTA.

Construction Documents: Construction Document/Bid Packages are ready for Pickering Road, Cole Road, and Pear Orchard park and rides.

Belfair Park and Ride:

- SCJ submitted site permit plans to Mason County in early October.
- SCJ submitted preliminary roundabout design plans to WSDOT in October.
 - SCJ received PFA package approval early January.
- SCJ is in the process of preparing final roundabout design documents for submittal in January.
- SCJ is coordinating with PUD 3 and CenturyLink to progress utility relocations.
- A-RT is leading building design.

Other progress: Parsons sent over their conceptual Shelton Matlock Park and Ride design. SCJ evaluated and maximized the stall count that will be feasible with available geotechnical/stormwater information. Parsons, MTA, and SCJ will advocate to WSDOT to incorporate the full design/construction into Parsons contract.

Project Timeline: The critical path for design of the park and ride projects remains the Belfair park and ride. It is anticipated that the project will be ready for bid in February.

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Mason Transit Authority Regular Board Meeting**Agenda Item:** Informational Item 2– *Informational***Subject:** Management Reports**Prepared by:** Tracy Becht, Executive Assistant**Approved by:** Danette Brannin, General Manager**Date:** January 15, 2018**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

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MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 15, 2019

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GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

- **Park & Ride Development:** Progress continues. See update on Park & Ride Development informational page for additional information. Bid package for Pear Orchard is complete and will be released this week.
- **EDC:** Attended EDC Monthly Board Meeting.
- **T-CC Parking Lot:** I met with the City and the Conservation District to discuss the progress of the parking lot. We have received a one-year extension for the grant. The design is done and the plant selection has been completed for the landscaping. Department of Ecology Volunteer Cleanup Program has been contacted regarding the review of our application for a No Further Action Required opinion. I received an email stating the review would begin within the next two weeks. If all goes as expected, it is anticipated the bid package will be ready in April with construction in June.
- **WSDOT:**
 - Attended meeting at Kitsap Transit for introduction to new Olympic Region team as a result of TJ Nedrorw's.
 - Met with Nelson/Nygaard and Marshall to discuss MTA capital needs and status as part of a study for WSDOT.
 - Prepared for upcoming WSDOT audit.
- **WSTA:** Participated in SMTA weekly legislative call. This is on-going throughout the session for updates.
- **Outreach:** Attended Legislative Sendoff.
- **Internal Activities:**
 - Usual meetings with the Executive Team and Leadership Team. Miscellaneous meetings with staff.
 - Met with Josh Jacobs to discuss IT plan for 2019. Reviewed job description for the IT Intern and for the Technical Analyst. Renamed the Technical Analyst position to Systems Administrator. Josh will now be reporting directly to me.
 - Reviewed handbook progress with LeeAnn.
 - Met with each Board Member. New Board Member orientation with Sharon Trask.
 - Met with Marshall to discuss facility projects. As a note, we have completed numerous improvement projects at the Johns Prairie in 2018. The front has been re-landscaped; driveway paved; records vault painted, new shelving and cabinets; wellness room; front lobby painted and new furniture; and floor matting laid in exercise area. The wellness room and exercise area are to promote meeting the requirements of AWC for Well-City which would give MTA a 2% discount on insurance premiums.
 - Visited Belfair office and met with Shop Steward.
 - Met with one driver, Comm Center supervisor and maintenance to discuss better processes for the morning and for bus assigning.
 - Worked on Strategic Plan.
- Vacation December 19-26 and December 31.

Board Assistance, Awareness and Support:

- We have designated some additional funds in reserves for the T-CC parking lot. Mason Conservation District who is preparing the design of the parking lot has budget concerns since the budget was prepared approximately three years ago. An additional \$50,000 was set aside to cover potential cost increase. There is also a concern that if Department of Ecology requires additional, it would not be

grant eligible but the cleanup would need to occur before the project moved forward. A \$100,000 was designated in reserves in case cleanup is required.

- I met with the City of Shelton's Public Works Director to discuss the Gateway Project. After the discussion with Craig and with the Project Manager at Parson for the fish passage project, I believe it is in MTA's best interest to continue with the Park & Ride location on the west side of 101 at the Shelton-Matlock interchange. There are many unknowns with the Gateway project and the contractor on the fish passage project is on a time line for meeting the deliverable of moving the park & ride. MTA is also on a time schedule with grant funding availability.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

- **HR Dashboard** – Two drivers resigned in December, one retired and one resigned due to a health related issue.
 - Changing demographics: Comparing 2017 to 2018, the % of Baby Boomers has declined from 64.9% to 55.4%, Gen X increased from 25.7 to 28.4%, and Millennials increased from 9.5% to 16.2%.
- **HR Support**
 - Continuing to work on a refreshed/compliant employee handbook. This project has been moved forward for completion during the 1st quarter 2019.
 - Assisted several employees navigating FMLA and Fit for Duty cases.
 - Submitted reimbursement request of \$3,149.82 to L & I to seek 50% reimbursement for bringing an injured worker back to a modified duty position.
 - With the FTA's increased Drug testing threshold changing to 50% in 2019, this has produced an increased load to manage drug testing.
 - Preparing for annual All-MTA meeting.
 - Provided two ½ days of new employee orientation for our new driver class.
- **Recruiting**
 - Created customized workflows for the Recruiting and Onboarding process using our new Paylocity tools.
 - With the help of our Systems Administrator, a kiosk was setup in the reception area of the JP facility for candidates to apply for open positions should they not have their own technology to do so.
 - Of the seven candidates who accepted our conditional offer of employment to join the January 3 driver class, 4 remain. Two were unable to obtain their Commercial License Permits in time for the start of class, the other attended the first day of new driver orientation and then resigned as he determined he would be unable to commit to availability even on a part-time basis.
 - Our next driver class will begin March 20, with the recruitment launching January 28th.
 - We will be launching a recruitment for a part-time paid Technical Support Intern position to assist in our IT initiatives and provide support since we have terminated our contracted support with Hood Canal Communication for 2019.
- **Finance**
 - Prepared payroll system to accommodate the new PFML payroll tax.
 - Reviewed financial balances to ensure another clean audit for 2018 business.

MAINTENANCE/FACILITIES – Marshall Krier

Maintenance Shop and Facilities

- **Cutaways:** All the new cutaways have been delivered to Mason Transit and 4 of 5 are in service. The drivers and maintenance staff are really pleased with the performance and ease of maintenance with a gasoline engine. The fuel mileage is averaging 9.4 mpg compared to 12.5 mpg for the diesel.
- **Remodel:** I want to thank Steve Kellam for completing the remodel of the reception and fitness areas at the Johns Prairie Facility. Steve's craftsmanship is a real asset for the ongoing maintenance upgrades of our Johns Prairie Facility.

- **T-CC:** I also want to thank Steve Weisenbach and Mike Morrison for their efforts at the T-CC during the holiday season. They worked tirelessly to support the many events held at the facility.
- **Bus Shelter at McDonald's:** We have recently installed a new bus shelter in front of the remodeled McDonalds. It will provide our passengers a dry and safe waiting area while waiting for the bus.
- **Staff Vehicles:** Completed ordering and expect delivery by the middle of May for the following staff vehicles:
 - 2019 Chevrolet Silverado
 - 2019 Chevrolet Colorado
 - 2019 Ford Escape

T-CC Facility user traffic report:

- **Gym:** Gym use for December came in just under 3,000 people this month which included the following:
 - Our weekly pickle ball program;
 - Choice P.E.;
 - Special Olympics B.B.; and
 - Several community events:
 - The 1st Annual Toys for Tots in Mason County in which over 1,100 families were served. (Thank you Raul Soto!);
 - CHOICE school CO2 drag races;
 - S.S.D. 1st Annual Winter Festival; and
 - Several holiday parties.
- **Conference Room:** During December, over 130 people attended the following meetings:
 - Our weekly programs (NAMI);
 - United Way year end meeting;
 - MTA board meeting;
 - MTA training seminar, and
 - Several parenting classes.
- **Christmas Parade:** We had an excellent turnout once again at the T-CC for the Christmas Parade. It has quickly become a favorite place for families to bring their kids and lawn chairs to view the parade. Overall, December was a busy month full of activities and patrons. We are looking forward to another wonderful year in 2019 at the T-CC.

T-CC Building

- Completed monthly fire extinguisher/sprinklers at T-CC.
- Scrubbed Armory hallways.
- Supported John M. with OPs issues.
- Decorated T-CC Christmas tree.
- Hosted S.S.D.'s Winter Festival. Huge turn-out.
- Drained T-CC drum drips.
- CHOICE PE classes in full swing (over 100 kids a day).
- Hung garland and wreath from MTA bus at the T-CC.
- Monitoring leaks in gym roof.
- Hosted shopping with Santa Christmas bazaar.
- Hosted and coordinated with DSHS in the 1st Annual Toys for Tots in Mason County.
- Provided security and customer service during Christmas parade.

OPERATIONS – Mike Ringgenberg

- **Christmas Parade:** The Maintenance team, led by Kathy Geist, did an excellent job of designing and decorating the bus for the Shelton Christmas parade. John Magerstaedt and Matt Coale moved our transit center operations to Safeway for the day and our drivers performed without missing a beat. Thanks to Dennis Hillman for driving our bus in the parade!
- **CDL Training:** Lisa Davis conducted CDL training for Preston, our new mechanic, and he passed his CDL test with flying colors.
- **Driver evaluations:** Operation Supervisors have started conducting the semi-annual driver evaluations.
- **IFiberOne:** Lisa D. was invited to talk about safety and in-lane bus stops on the radio.
- **KnowB4 Training:** All dispatchers and supervisors completed computer security training in December.
- **Bus Shelters:** A new bus shelter has been installed along with a bus lane by McDonalds and it looks great!! The bus shelter for the Alder Street project at the library has been ordered. Thanks Maintenance for the help!!
- **New Drivers Class:** On January 3, 2019 we had 4 new drivers start training: Jon Sharp, Lee Schueller, Brian Biegger, and Chris Wilder. Welcome to the team!!
- **Outreach presentations:** During December, Kathy conducted a rider appreciation holiday event at the T-CC and gave out 200 holiday gift bags to our riders!! She also conducted outreach events at the following locations:
 - Naval Base Kitsap:
 - Sierra Pacific Industries, Human Resources; and
 - MGH Foundation.Kathy also attended the following meetings:
 - Moving Mason Forward; and
 - Olympic College Meeting r/e mini bus project.Kathy also presented MTA to a field trip class of 50+ kids from the Mason County Homeschool Association.
- **RFP 2017-02 Technology:** Josh and Jason are testing the Dial-A-Ride software “Tapride.” Our goal is to be fully operational by the end of January.
- **Road Construction in Shelton:** Road construction continues to be a daily challenge and we have seen a loss in ridership due to the construction challenges. Operations has done an outstanding job of working these challenges and informing our clients each and every day!!
- **Vanpool:** Usage rate for December 2018 was 50%, 8 of 16 vans were in use.

2019 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

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2019 Work Items	Completed as of 1/15/19	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Progress
Strategic Plan Approved		Δ				Continued work.
Employee Handbook Approved		Δ				Continued work.
Create Financial Management Policy Manual			Δ			
KPI reporting - dashboard to board beginning 1st quarter		Δ	Δ			Dashboard layout in progress.
Develop route deviation, stroller, service animal, no-show policies for Operations		Δ	Δ	Δ		Researching Service Animal policies and new law.
Develop a light duty and position transition policies for HR	X	Δ				Light Duty Policy was already completed. The policy for transitioning to a new position will be included in the employee handbook revision.
Develop an Employee Engagement Plan		Δ	Δ	Δ		A committee has been formed to create an employee engagement plan. The committee consists of driving and admin staff.
Wage analysis		Δ	Δ			
Union Negotiations			Δ	Δ		
Quarterly driver training		Δ	Δ	Δ	Δ	
Prepare a Welcome package for new DAR riders		Δ	Δ			
Quarterly ridership analysis and outreach initiative		Δ	Δ	Δ	Δ	
Community Conversations			Δ		Δ	
Public Outreach for service changes		Δ	Δ	Δ	Δ	
Service change implementation plan		Δ	Δ			
Bus builds for coaches and cutaways				Δ	Δ	
Roof replacement on Building 3 and 4		Δ	Δ			Specs are being put together.
Records Management - Network reorganization		Δ	Δ	Δ	Δ	IT is working on a process for moving old electronic records as the first step.
IT infrastructure improvements and computer replacement		Δ	Δ			
Park & Ride project (through 2023)		Δ	Δ	Δ	Δ	See Park & Ride informational page for update.
T-CC parking lot construction		Δ	Δ	Δ	Δ	See General Manager's report for update.