



AGENDA

Mason Transit Authority Board
Regular Meeting
January 16, 2018, 4:00 p.m.
Mason Transit Authority
Transit-Community Center
601 West Franklin Street
Shelton

OPENING PROTOCOL – (est. 5 mins)

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

PUBLIC COMMENT – (est. 5 mins)

RECOGNITION

Letter of Appreciation by WSDOT

CONSENT AGENDA – ACTION (est. 5 mins)

1. Pg. 05: Approval of Minutes: Approval of the minutes of the December 19, 2017 MTA regular Board meeting
2. Pg. 09: Financial Reports: December 2017
3. Pg. 17: Check Approval: December 15, 2017 – January 11, 2018

REGULAR AGENDA – (est. 20 mins)

UNFINISHED BUSINESS:

1. Pg. 25: Election of Officers –**ACTIONABLE** – (est. 10 mins)

NEW BUSINESS:

1. Pg. 27: Lewis-Mason-Thurston Area Agency on Aging Contract – **ACTIONABLE** (est. 5 mins)
2. Pg. 81: City of Shelton Alder Street Project – **DISCUSSION** (est. 5 mins.)

INFORMATIONAL UPDATES – (est. 10 mins)

1. Pg. 83: Park and Ride Informational Update
2. Pg. 89: Management Reports
3. Pg. 103: State of Good Repair
4. Board Composition Review Update

GENERAL MANAGER'S REPORT: (est. 5 mins)

COMMENTS BY BOARD (est. 5 mins)

PUBLIC COMMENT (est. 5 mins)

ADJOURNMENT

UPCOMING MEETINGS:

**Mason Transit Authority
Regular Meeting**
*February 20, 2018 at 4:00 p.m.
Transit-Community Center
Conference Room
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.

DRAFT



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 22, 2017

Danette Brannin
General Manager
Mason Transit Authority
790 East Johns Prairie Road
Shelton, WA 98584

Danette
Dear Ms. Brannin:

On behalf of WSDOT, I want to thank you and the entire staff at Mason Transit for stepping up to help your communities and customers during this difficult week.

After Monday's tragic events, we were left with the decision of rerouting some traffic along State Route 3, which of course doubles as a surface street through Shelton. We knew this would present a burden for the folks who live and work in your area— and it would also create additional complications for your agency, your staff, and your customers.

We are very grateful that you pitched in to help during this tremendously challenging time. We thank you for talking to your operations and administrative staffs and preparing them for potential schedule disruptions and delays; we thank your public-outreach and customer-service staffs along with your operators, who all helped to get the message out to your riders; and we thank everyone else at your agency for going out of their way to ensure that things ran as smoothly as possible in the face of difficult circumstances.

You provide exceptional service and support to your customers as a matter of routine, in both good and trying times. It is inspiring to know that we can count on you to lift up the communities you serve with such commitment, valor, and resolution.

You are all heroes.

Sincerely,

Brian Lagerberg
Director, Public Transportation Division

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OPENING PROTOCOL

CALL TO ORDER: 4:03 p.m.

Authority Voting Board Members Present: Terri Drexler, Chair; John Campbell, Vice Chair; Tracy Moore; Randy Neatherlin, Deb Petersen, Kevin Shutty and Sandy Tarzwell. - **Quorum met.**

Authority Voting Board Members Not Present: Wes Martin and Don Pogreba were not present.

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; Marshall Krier, Maintenance and Facilities Manager; LeeAnn McNulty, Administrative Services Manager and Mike Ringgenberg, Operations Manager. Also present was John Piety (MCTAB).

ACCEPTANCE OF AGENDA: Moved that the agenda for the December 19, 2017 Mason Transit Authority (MTA) regular board meeting be accepted and approved. **Neatherlin/Shutty. Motion carried.**

PUBLIC COMMENT: None.

RECOGNITION:

- A congratulatory letter was received by Congressman Denny Heck relating to MTA's 25th anniversary. The letter was read aloud by the Clerk of the Board.
- Danette Brannin, General Manager, expressed her appreciation on behalf of all the MTA staff of Tracy Moore's valuable participation and service as a member of the Mason Transit Authority Board for the past two years. Other Board members also expressed their gratitude for her service on the Board.

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 21, 2017.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for the period of November, 2017 as presented.

3. **Moved** that the Mason Transit Authority Board approve the payments of November 15, 2017 through December 14, 2017, financial obligations on checks #30638 through #30760, as presented for a total of \$593,090.35.

Campbell/Petersen. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS

1. **2018 Budget.** LeeAnn McNulty, Administrative Services Manager, described the significant changes to the budget from the draft version presented at the November 21, 2017 meeting. **Moved** that the Mason Transit Authority Board approve Resolution No. 2017-37, adopting the 2018 Budget with Gross Operating Revenues of \$7,813,741, and Total Operating Expenses of \$7,758,001 with Net Income from Operations of \$55,740. **Campbell/Moore. Motion carried.**

NEW BUSINESS

1. **Surplus Equipment** – Ms. Brannin explained that with restructuring and other recent changes, MTA has accumulated items that are no longer in use or useful. **Moved** that the Mason Transit Authority Board approve Resolution No. 2017-38 regarding the disposal of the assets as set forth in Exhibit A to that resolution. **Petersen/Shutty. Motion carried.**
2. **Amendment to Bylaws** – Tracy Becht, Clerk of the Authority Board, explained that since the recommendation of the Board Composition Review Committee was approved by the County and City of Shelton, it was now an appropriate time to amend the Bylaws reflective of those recommendations. Ms. Becht went over the track changes version of the Bylaws and described the reasoning behind the changes. The Board Chair thanked Board member Neatherlin for his great solution to some of the obstacles experienced by the Board in years past. **Moved** that the Mason County Public Transportation Area Authority Board approve Resolution No. 2017-39 and the attached Bylaws, as amended. **Shutty/Moore. Motion carried.**
3. **Drug and Alcohol Policy** – LeeAnn McNulty, Administrative Services Manager, described to the Board that certain regulations relating to the federally mandated drug testing program for safety sensitive functions has been amended to reflect the expanded definition of prohibited drugs. Due to those changes, it became necessary to update MTA's policy to incorporate the expanded definition of prohibited drugs. **Moved** that the Mason Transit Authority Board approve Resolution No. 2017-40 and the attached Policy for Drug and Alcohol for the purposes of MTA business. **Neatherlin/Campbell. Motion carried.**
4. **Employee Recognition Policy** – Ms. McNulty explained that revisions to the policy were recommended as some of the provisions of the policy were out-of-date, as well as adding flexibility for the future. **Moved** that the Mason Transit Authority Board approve Resolution No. 2017-41 and the attached Employee Recognition Policy. **Petersen/Shutty. Motion carried.**

- 5. Customer Comment/Complaint Policy** – Ms. Brannin conveyed to the Board that this new proposed policy replaces an out-of-date policy with a more current standard WSDOT document and that it is required for receiving grant money. **Moved** that the Mason Transit Authority Board approve Resolution No. 2017-42 and the attached Customer Comment/Complaint Policy. **Shutty/Campbell. Motion carried.**
- 6. Paid Sick Leave Policy** – As a result of Initiative 1433, a new policy was needed to bring MTA into compliance. Ms. McNulty and Ms. Brannin described the process they undertook to prepare the policy and minimize the administrative burden by having only one bank of sick leave, rather than two. **Moved** that the Mason Transit Authority Board approve Resolution No. 2017-43 and the attached Paid Sick Leave Policy. **Campbell/Petersen. Motion carried.**
- 7. Rescinding Attendance Policy.** Ms. Brannin indicated that the previously approved Attendance Policy (POL-306) should be rescinded as it is not in compliance with Initiative 1433. **Moved** that Mason Transit Authority Board approve Resolution No. 2017-44, rescinding Resolution No. 2017-01 and the Attendance Policy (POL-306). **Neatherlin/Shutty. Motion carried.**

INFORMATIONAL UPDATES –

Ms. Brannin informed the Board about the design discussions to be held in Belfair, as well as the two upcoming public hearings in January, 2018 on service route changes. One public hearing will be held at the library in Belfair and the other at the T-CC.

The Board Chair then updated the Board by stating that they had received two applications and anticipates one more to be received. Board members Petersen and Pogreba have submitted their applications and Board member Campbell indicated he would submit his before leaving the meeting. Tracy Moore stated that she would try to inform the Chair as to who would be representing the City of Shelton on the Board. Once the Board members have been selected, then the next step would be to hold the election of officers. The Clerk of the Board reminded the Board that the approved new version of Bylaws now allows for a delay in holding the election when approved by the Board, which can be accomplished by motion.

Moved that the election of officers of the Authority Board be moved to the January 16, 2018 Board meeting. **Campbell/Petersen. Motion carried.**

GENERAL MANAGER'S REPORT – Ms. Brannin described the accomplishments of MTA in 2017.

COMMENTS BY BOARD MEMBERS –

The Chair looks forward to the continued collaboration of MTA and the school districts during times of road restrictions.

Board member Neatherlin appreciates the connections with the veterans and getting them to their medical appointments. Ms. Brannin informed the rest of the Board that Kathy is working with the local veterans to coordinate the use of MTA's Community Van on Wednesdays to take veterans to American Lake.

Board member Tarzwell shared of a positive experience and how MTA was of assistance.

Board member Campbell shared of the history of MTA and that it is always a continuing upward progress. Even in difficult times there was progress and MTA has a list of achievements during the tenure of three CEOs. When Ms. Brannin was hired on as General Manager, people thought it was risky. Now... how sweet it is!

PUBLIC COMMENT – None.

Moved that the meeting be adjourned.

ADJOURNED 5:40 p.m.

UPCOMING MEETINGS

Public Hearings on Service Changes

*January 3, 2018 at 5:00 PM
North Mason Timberland Library
Large Meeting Room
23081 State Route 3
Belfair*

*January 4, 2018 at 5:00 PM
Transit-Community Center
Conference Room
601 West Franklin Street
Shelton*

**Mason Transit Authority
Regular Meeting**

*January 16, 2018 at 4:00 p.m.
Transit-Community Center
Conference Room
601 West Franklin Street
Shelton*

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Financial Reports – December 2017
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: January 16, 2018

Summary for Discussion Purposes:

Included are the December 2017 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

The 2017 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 12th.

Highlights:

Sales Tax Revenue

Sales tax revenue for October 2017 (received December 31, 2017) was \$319,477 – which lined up nearly 1:1 with what was budgeted, however 1.43% below October 2016 actual. 2017 sales tax revenue continues to reflect strong growth year over year up 4.7% compared to YTD October 2016.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at the full 100% (12/12) of the budget through the end of December. Total YTD Revenue ended over budget at 108%. Total YTD Operating Expenses ended under budget at 93%.

Fiscal Impact:

November's fiscal impact reflects total revenues of \$678,490 and operating expenses of \$721,848.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of December 2017 as presented.

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Mason Transit Authority

December 2017 Financial Report

	2017 December Actual	2017 YTD Actual	2017 Budget	Notes	Percentage of Budget Used 100.00%
REVENUE					
Passenger Fares	8,087	98,224	98,300		99.92%
PSNS Worker/Driver & Vanpool Fares	20,858	266,213	295,000		90.24%
Total Operating Revenue (Fares)	28,945	364,437	393,300		92.66%
Sales Tax	355,508	4,140,903	3,858,621	(1)	107.32%
Operating Grants	253,843	2,885,444	2,669,650	(2)	108.08%
Rental Income	15,640	180,935	158,860		113.90%
Investment Income	4,764	44,156	13,800		319.97%
Other Non-operating Revenue	19,790	304,851	215,080	(3)	141.74%
Total Revenue	678,490	7,920,726	7,309,311		108.36%
EXPENSES					
Wages and Benefits	601,996	5,299,049	5,561,759		95.28%
Contracted services	29,194	247,081	293,129		84.29%
Fuel	29,109	331,502	350,000	(4)	94.71%
Vehicle/Facility Repair & Maintenance	12,055	268,340	322,165		83.29%
Insurance	19,836	238,034	237,338		100.29%
Intergovernmental - Audit Fees	-	26,604	27,000		98.54%
Rent - Facilities and Park & Ride	2,351	27,662	27,480		100.66%
Utilities	9,801	117,810	141,846		83.05%
Supplies - Equipment	8,787	93,558	129,130		72.45%
Training & Meetings	693	26,433	41,900		63.09%
Other operating expenses	8,026	126,297	147,621	(5)	85.55%
Total Operating Expenses	721,848	6,802,370	7,279,368		93.45%
Net Income (Loss) from Operations	(43,358)	1,118,357	29,943		

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 the 1st, 2nd, 3rd quarter, actual receipts + 4th quarter accruals.
(3)	Includes 1st, 2nd, & 3rd quarter's actual receipts + October, November, & December's accruals of RMG Grant - \$194,389, LMTAA Volunteer program revenue - \$29,100, Volunteer Donations - \$2,798, Sales of Maintenance Services - \$5,325, Sale of Bus ads \$21,535, WSTIP Safety Grant \$2,500, Insurance Recovery - \$10,990, Community Van - \$6,689, Sale of Surplus Vans - \$28,202
(4)	Average diesel price per gallon year to date is \$1.97. Average gasoline price per gallon year to date is \$2.64.
(5)	Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion/Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through November include: Volunteer Driver Program reimbursements \$35,653, Advertising \$18,139, Merchant/credit card fees - TIP pass credit card fees \$6,729, Dues, Memberships, Subscriptions \$32,908 plus other misc. expenses.

Mason Transit Authority
December 2017 Financial Report
T-CC

	2017 December Actual	2017 YTD Actual	2017 Budget	Percentage of Budget Used	YTD - Community Center Allocation	YTD - Transit Allocation
REVENUE				100%		
T-CC Rental	14,974	170,539	148,463	114.9%	170,539	-
Other Revenue	45	275	-		275	-
Total Revenue	15,018	170,813	148,463	115.1%	170,813	-
EXPENSES						
Wages and Benefits	10,357	133,042	156,011	85.3%	119,853	13,189
Contracted services	90	5,831	6,260	93.1% (1)	4,984	847
Repair & Maintenance	-	5,663	3,800	149.0% (3)	4,223	1,440
Insurance	1,984	23,803	23,734	100.3%	23,803	-
Utilities	4,004	41,812	48,644	86.0%	29,809	12,003
Supplies & Small Equipment	325	5,229	5,720	91.4%	3,413	1,816
Training & Meetings	-	-	1,200	0.0%	-	-
Other operating expenses	-	5,042	4,921	102.5% (2)	4,300	742
Total Operating Expenses	16,760	220,422	250,290	88.1%	190,386	30,037
Net Income (Loss) from Operations	(1,742)	(49,609)	(101,827)		(19,572)	(30,037)

(1) YTD Contracted Services is comprised of 3 quarterly elevator inspections \$1,773; Alarm services \$1,604; Backflow testing \$150; IT services \$720.

(2) Other operating expenses include Dues & subscriptions \$601; Advertising \$1,862, Lease filing & recording fees, \$540 and Equipment Lease \$1,853.

(3) Unexpected HVAC repair to various areas of the TCC facility \$4,060.

Mason Transit Authority
 2017 Capital Budget
 at December 31, 2017

2017 CAPITAL PROJECT BUDGET						
Project	Budget	Grants	MTA Funding	Actual Cost-Expended 2017	Project Costs to Date	Purpose
LED Headlamps	40,000	-	40,000	4,866	4,866	Improve driver & passenger safety; purchasing in segments; cost expensed rather than capitalized - Complete
IT Items	15,000	-	15,000	-	-	Network Area Storage solutions @ \$15,000
T-CC Parking Lot	302,500	250,000	52,500	-	-	Parking lot behind T-CC
Park & Ride Development - 2015-2017 RMG Funds	2,700,000	2,250,000	450,000	1,072,733	1,275,440	Purchase Belfair property for P&R - \$687,059; develop property, upgrade other P&R
Accounting Software	35,000	-	35,000	-	-	
Automated Fueling	24,989	-	24,989	23,476	23,476	Implement automated fuel tracking
Bus Washing Unit	38,952	-	38,952	38,782	38,782	Acquire and install a hand bus washer
TOTAL CAPITAL PROJECTS	\$ 3,156,440	\$ 2,500,000	\$ 617,489	\$ 1,139,856	\$ 1,342,564	

VEHICLE REPLACEMENT						
Vehicle	Budget	Grants	MTA Funding	Actual Cost-Expended 2017	Project Costs to Date	Purpose
Three commuter 35' coaches	1,468,278	1,048,069	418,455	1,466,524	1,466,524	RMG for express service - arrived Mar 2017 - Complete
Four Dodge Caravans - Vanpool	110,000	63,771	33,855	97,626	97,626	Replacement inventory - arrived Apr 2017 - complete
5 Cutaways	504,930	378,697	126,233	-	0	Replacement inventory - grant awarded for 2017-2019
Staff Vehicles	30,000	-	30,000	-	0	to replace staff car and maintenance pickup
TOTAL VEHICLE REPLACEMENT	\$ 2,113,208	\$ 1,490,537	\$ 608,543	\$ 1,564,150	\$ 1,564,150	

TOTAL APPROVED 2017 CAPITAL PROJECTS
\$ 5,269,648 **\$ 3,990,537** **\$ 1,226,032** **\$ 2,906,714**

Mason Transit Authority
Cash and Investments
December 31, 2017

FUND	11/30/2017	12/31/2017	Change
Cash - MC Treasurer	1,250,537.85	922,492.27	(328,045.58)
Investments - MC Treasurer	5,069,104.63	5,869,104.63	800,000.00
Payroll - ACH Columbia Bank	151,783.59	150,791.48	(992.11)
Petty Cash/Cash Drawer #1	500.00	500.00	-
TOTAL	\$ 6,471,926.07	\$ 6,942,888.38	\$ 470,962.31

Cash Encumbrances		
Project Related:		
City of Shelton; Alder St. project.		100,000
Grant Related:		
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)	52,500	
Total Grant Match		1,139,551
Reserves:		
General Leave Liability		153,326
Operating Reserves		2,000,000
Facility Repair Reserve		150,000
Emergency/Insurance Reserves		50,000
Capital Project Reserves		215,560
Transportation Service Consultant		150,000
		\$ 3,958,437

Total of Cash \$ 6,942,888.38
Less Encumbrances \$ 3,958,437.00

Undesignated Cash Balance Total (Including Reserves)	\$ 2,984,451.38
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Investments - MC Treasurer (Reserves) \$ 5,869,104.63
Less Encumbrances \$ 3,958,437.00

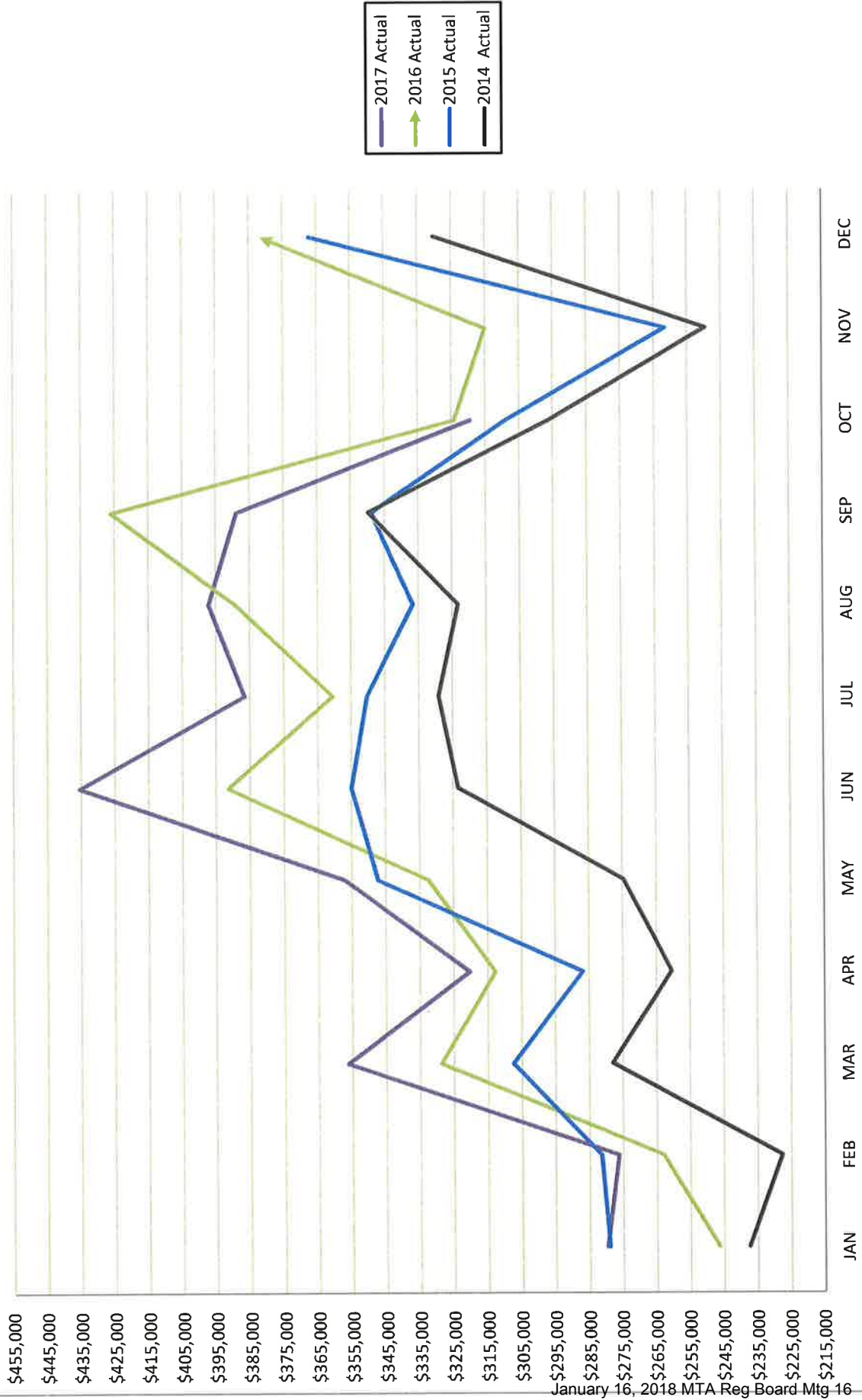
Undesignated Cash Reserves	\$ 1,910,667.63
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Capital Project Reserves: We are reserving the amount of Sales Tax Revenue received in excess of the 2017 budgeted amount. The first \$150,000 of additional sales tax revenue received YTD has been allocated to the board approved Transportation Service Review. Additional revenues will be reserved against future capital projects.

Mason Transit Authority
Sales Tax Collected as of 12/31/2017 for 10/31/2017

	2012	2013	2014	2015	2016	2017 Budget	2017 Actual	2017 Budget Variance	% change 2016-2017 Actual
JAN	223,999	219,231	237,528	279,122	246,415	238,424	279,777	17.3%	13.54%
FEB	241,132	217,929	227,815	281,559	262,925	254,399	276,310	8.6%	5.09%
MAR	257,893	260,652	278,053	307,482	328,665	318,008	356,214	12.0%	8.38%
APR	240,541	236,931	260,396	286,903	312,635	302,497	320,241	5.9%	2.43%
MAY	262,716	265,167	274,641	347,236	332,428	321,649	357,049	11.0%	7.41%
JUN	280,801	282,753	323,498	354,920	391,485	378,791	435,445	15.0%	11.23%
JUL	280,429	291,925	329,201	350,290	360,375	348,689	386,531	10.9%	7.26%
AUG	282,521	292,782	323,336	336,522	389,222	376,601	397,061	5.4%	2.01%
SEP	301,658	306,051	349,872	348,805	426,039	376,577	388,845	3.3%	-8.73%
OCT	252,888	285,612	296,170	309,042	324,125	318,776	319,477	0.2%	-1.43%
NOV	234,915	243,571	249,648	261,713	314,996	268,703		-100.0%	-100.00%
DEC	290,378	312,900	330,297	367,053	381,623	355,508		-100.0%	-100.00%
Total	3,149,871	3,215,506	3,480,456	3,830,645	4,070,933	3,858,622	3,516,950		

MTA Sales Tax Analysis Monthly Collections 2017



January 16, 2018 MTA Reg Board Mtg 16

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 16, 2018

Summary for Discussion Purposes:

- SCJ Alliance - #30788 – P&R Construction - \$40,652.08
- Association of Washington Cities - #30805 – 2018 Annual Membership - \$12,716.76
- Materials Testing & Consulting, Inc. - #30819 – Environment Sampling - \$11,984.00
- Remix Software, Inc. - #30826 – Route Planning Software License - \$12,000
- SME Solutions, LLC - #30829 – Automated Fueling Station Construction - \$10,895.82
- SCJ Alliance - #30859 – P&R Construction - \$32,735
- Small & Mid-Sized Transit Alliance - #30862 – 2018 Annual Membership - \$3,434.00

December Purchases Fuel Prices: Diesel \$2.05 Unleaded \$2.81

Fiscal Impact:

\$486,412.36

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of December 15, 2017 through January 11, 2018 financial obligations on checks #30761 through #30868, as presented for a total of \$486,412.36.

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Mason Transit Authority
January 16, 2018 Disbursement Approval

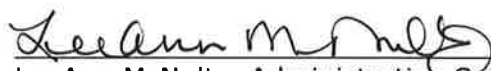
The following checks for the period of December 15, 2017 through January 16, 2018 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

DESCRIPTION	CHECK NUMBERS	TOTAL AMOUNT
Accounts Payable Checks	30761 - 30868	\$486,412.36

Included within the checks were:		
	Check #	
Payroll – 12/27/2017	30798	\$132,406.47
SCJ Alliance	30788	\$38,868.30
Association of Washington Cities	30805	\$12,716.76
Materials Testing & Consulting, Inc.	30819	\$11,984.00
Remix Software, Inc.	30826	\$12,000.00
SME Solutions, LLC	30829	\$10,895.82
SCJ Alliance	30859	\$32,735.00
Small & Mid-Sized Transit Alliance	30862	\$3,434.00
Voided Check – IAM District 160	30847	
Spoiled Check	30771	

Submitted by: 
Brian Phillips, Staff Accountant

Date: 1/11/18

Approved by: 
LeeAnn McNulty, Administrative Services Manager

Date: 1-12-18

Mason County Public Transportation Benefit Area
 Check/Voucher Register - Board Check Register
 From 12/15/2017 Through 1/11/2018

Document Date	Check #	Vendor Name	Amount
12/20/2017	30761	Advance Glass	\$ 231.17
12/20/2017	30762	Aflac	820.69
12/20/2017	30763	AIG Retirement	300.00
12/20/2017	30764	Alarm Center	309.23
12/20/2017	30765	Ecolube Recovery, LLC dba American Petroleum Environmental	92.23
12/20/2017	30766	Associated Petroleum Products, Inc.	20,119.78
12/20/2017	30767	Aramark	466.95
12/20/2017	30768	Belfair Assembly of God Church	90.00
12/20/2017	30769	The Bus Coalition	500.00
12/20/2017	30770	Community Transportation Association NW	500.00
12/20/2017	30771	<i>Spoilage</i>	0.00
12/20/2017	30772	Cummins Northwest, LLC	1,138.38
12/20/2017	30773	Daily Journal of Commerce	534.00
12/20/2017	30774	Dept. of Retirement Systems - PERS Contributions	24,530.95
12/20/2017	30775	Dept. of Retirement Systems - Deferred Comp (DCP)	987.93
12/20/2017	30776	EMC - Mason Transit	122.80
12/20/2017	30777	Evergreen Safety Council	425.00
12/20/2017	30778	Gillig, LLC	1,185.13
12/20/2017	30779	Les Schwab	1,481.20
12/20/2017	30780	Lift-U, Division of Hogan Mfg. Inc.	1,863.25
12/20/2017	30781	Mason County Utilities/Waste Management	96.00
12/20/2017	30782	Mountain Mist Water	185.03
12/20/2017	30783	Napa Auto Parts	398.45
12/20/2017	30784	Northridge Properties, LLC	1,500.00
12/20/2017	30785	Pacific Office Automation	537.67
12/20/2017	30786	Pro-Build Company LLC	118.34
12/20/2017	30787	Progressive Gifts & Incentives	1,079.74
12/20/2017	30788	SCJ Alliance	40,652.08
12/20/2017	30789	Seattle Automotive Distributing	862.16
12/20/2017	30790	Shelton Mason County Chamber of Commerce	1,000.00
12/20/2017	30791	South Sound Investment Properties, LLC	300.00
12/20/2017	30792	Staples Business Advantage	193.62
12/20/2017	30793	Total Battery & Automotive Supply	45.24
12/20/2017	30794	Tozier Brothers, Inc.	451.92
12/20/2017	30795	United Way of Mason County	49.00
12/20/2017	30796	Westcare Clinic, Inc.	85.00
12/20/2017	30797	Whisler Communications	1,595.76
12/27/2017	30798	Mason Transit Authority - ACH Account	132,406.47
1/4/2018	30799	AIG Retirement	110.00
1/4/2018	30800	Alarm Center	240.00
1/4/2018	30801	Allstream	211.93
1/4/2018	30802	Associated Petroleum Products, Inc.	2,292.72
1/4/2018	30803	Aramark	152.81
1/4/2018	30804	Aramark	21.76
1/4/2018	30805	Association of Washington Cities	12,716.76
1/4/2018	30806	Kirk C Church dba 3C's	250.00

Mason County Public Transportation Benefit Area
 Check/Voucher Register - Board Check Register
 From 12/15/2017 Through 1/11/2018

Document Date	Check #	Vendor Name	Amount
1/4/2018	30807	Cascade Natural Gas	305.65
1/4/2018	30808	Cummins Northwest, LLC	3,462.35
1/4/2018	30809	Dept. of Retirement Systems - PERS Contributions	24,151.92
1/4/2018	30810	EMC - Mason Transit	112.80
1/4/2018	30811	Gillig, LLC	1,134.75
1/4/2018	30812	Grainger	53.41
1/4/2018	30813	Hood Canal Communications	2,527.44
1/4/2018	30814	LegalShield	122.55
1/4/2018	30815	Lift-U, Division of Hogan Mfg. Inc.	70.66
1/4/2018	30816	Mason County PUD #3	1,796.37
1/4/2018	30817	Mountain Mist Water	25.94
1/4/2018	30818	My Painted Heart	437.01
1/4/2018	30819	Materials Testing & Consulting, Inc.	11,984.00
1/4/2018	30820	Mood Media	98.28
1/4/2018	30821	Napa Auto Parts	571.89
1/4/2018	30822	Northwest Administrators	91,497.89
1/4/2018	30823	Office Depot, inc.	235.64
1/4/2018	30824	Olympic Lock & Key	42.42
1/4/2018	30825	Reliable Electric, Inc.	321.16
1/4/2018	30826	Remix Software, Inc.	12,000.00
1/4/2018	30827	Rexus Corporation	51.00
1/4/2018	30828	Seattle Automotive Distributing	482.57
1/4/2018	30829	SME Solutions, LLC	10,895.82
1/4/2018	30830	Spike's Hydraulics	59.37
1/4/2018	30831	United Way of Mason County	49.00
1/4/2018	30832	Washington State Transit Insurance Pool	525.00
1/4/2018	30833	Zee Medical Service Co.	334.01
1/11/2018	30834	Advance Glass	66.10
1/11/2018	30835	Alarm Center	1,429.45
1/11/2018	30836	Judy Arms	458.50
1/11/2018	30837	Mick Baker	292.11
1/11/2018	30838	Belfair Water District #1	172.82
1/11/2018	30839	Charlotte G Brame	400.72
1/11/2018	30840	Fran Cavalier	304.95
1/11/2018	30841	City of Shelton	528.87
1/11/2018	30842	Comcast	146.24
1/11/2018	30843	Cummins Northwest, LLC	1,138.15
1/11/2018	30844	Gene Currier	720.23
1/11/2018	30845	Ray Field	85.00
1/11/2018	30846	Trina Gwerder	117.00
1/11/2018	30847	District 160	0.00
1/11/2018	30848	Robert W. Johnson, PLLC	1,600.00
1/11/2018	30849	Kitsap Transit	1,487.31
1/11/2018	30850	iFIBERONE	187.50
1/11/2018	30851	Mason County PUD #3	3,414.85
1/11/2018	30852	Napa Auto Parts	734.68

Mason County Public Transportation Benefit Area
 Check/Voucher Register - Board Check Register
 From 12/15/2017 Through 1/11/2018

Document Date	Check #	Vendor Name	Amount
1/11/2018	30853	Judy Nicholson	600.27
1/11/2018	30854	Office Depot, inc.	71.27
1/11/2018	30855	Pacific Office Automation	802.79
1/11/2018	30856	Pitney Bowes Purchase Power	171.00
1/11/2018	30857	Pacific Power Group, LLC	215.98
1/11/2018	30858	Julia Rene Roberts	72.23
1/11/2018	30859	SCJ Alliance	32,735.00
1/11/2018	30860	Mason County Journal	624.00
1/11/2018	30861	The Shoppers Weekly	333.49
1/11/2018	30862	Small & Mid-Sized Transit Alliance	3,434.00
1/11/2018	30863	United Way of Mason County	45.40
1/11/2018	30864	U.S. Bank	9,464.31
1/11/2018	30865	Verizon Wireless	220.91
1/11/2018	30866	Voyager Fleet Systems, Inc.	7,522.77
1/11/2018	30867	Robert Williams	116.10
1/11/2018	30868	WorkSAFE Service, Inc.	98.31
			<u>\$ 486,412.36</u>

Mason County Public Transportation Benefit Area
Vendor Activity - Credit Card Charges
From 12/1/2017 Through 12/31/2017

Vendor Name	GL Title	Transaction Description	Expenses
U.S. Bank	Employee Recognition	Fred Meyer - EE Recognition	\$ 50.00
	Employee Recognition	National Safety Council - Safe Driver Pins	175.75
	Employee Recognition	Smokin Mos - EE Recognition Lunch	12.42
	Employee Recognition	Smokin Mos - EE Recognition Lunch	49.60
	Contract Services	Microsoft - Email Service	30.46
	Contract Services	Microsoft - Email Service	382.98
	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 Platform	50.00
	CDL Testing/DMV Checks	DOL - Volunteer DMV Check	13.00
	Cleaning/Sanitation Supplies	Fred Meyer - Cleaning Supplies	3.05
	Cleaning/Sanitation Supplies	Fred Meyer - Cleaning Supplies	7.47
	Cleaning/Sanitation Supplies	Walmart - Cleaning Equipment	15.51
	Cleaning/Sanitation Supplies	Walmart - Cleaning Equipment	37.97
	Safety Training Material & Supply	CTAA - PASS Training Materials	105.00
	Software	A.C. Delco - Software for IDI	840.88
	IT Equipment	Amazon - It Equipment	1,600.20
	IT Equipment	Amazon - Monitors	259.95
	IT Equipment	Amazon - Privacy Screen	62.99
	IT Equipment	Amazon - Tablets	1,774.68
	IT Equipment	Schnieder Electric - APC Replacement Battery	171.28
	Small Tools & Equipment	Home Depot - Backpack Vacuum	264.54
	Small Tools & Equipment	Walmart - 2 Tripods for GoPro	52.07
	Small Tools & Equipment	Walmart - Heaters for Comm Center	75.95
	Small Tools & Equipment	Walmart - Safety Flashing Lights	23.43
	Dues, Memberships, Subscriptions	Adobe Pro Subscription	16.26
	Dues, Memberships, Subscriptions	HR Direct - Digital Job Application	65.10
	Dues, Memberships, Subscriptions	National Security Council - Membership	450.00
	Dues, Memberships, Subscriptions	Solarwinds - Help Desk License	426.17
	Travel & Meeting Expense MTA	Alaska Air - WSTA HR	173.40
	Travel & Meeting Expense MTA	Fred Meyer - Authority Board Meeting Food	34.99
	Travel & Meeting Expense MTA	Fred Meyer - Authority Board Meeting Food	35.98
	Travel & Meeting Expense MTA	UW Parking - Parking Ticket (will be refunded)	25.75
	Advertising/Promotion Media	Dollar Store - Balloons Outreach Event	54.40
	Advertising/Promotion Media	Fred Meyer - Outreach Event Food	139.69
	Advertising/Promotion Media	North Mason Chamber - 2018 Visitor Guide	895.50
	Advertising/Promotion Media	Safeway - Outreach Event Food	4.99
	Advertising/Promotion Media	Walmart - Decorations Outreach Event	118.15
	Passenger Parking Facilities	All Star Storage - Parking	460.50
		Transaction Total	<u>\$ 9,464.31</u>

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Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 1 – *Actionable*

Subject: Election of Officers

Prepared by: Tracy Becht, Clerk of the Authority Board

Approved by: Danette Brannin, General Manager

Date: January 16, 2018

Summary for Discussion Purposes:

By motion of the Authority Board at its December 19, 2017 meeting, the election of officers was to be delayed until the new Board members were selected and approved by the Mason County Commissioners as the newly approved process for selection of Authority Board members.

There is one position remaining to be filled, however, the election of officers may be held. The Bylaws approved in December, 2017, provide that approval by a majority vote is required.

A motion would be made to nominate a Board member; followed by acceptance by the nominee and then the vote would be put to the Authority Board for approval.

Fiscal Impact:

None.

Staff Recommendation:

Hold election.

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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 16, 2018

Summary for Discussion Purposes:

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.

Fiscal Impact:

Maximum Contract Award: \$29,100 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 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
Contractor Address: 790 E Johns Prairie Road Shelton, WA 98584	Contractor Telephone: (360) 426-9434
Service: Transportation	Period of Performance: Jan 1, 2018 – Dec 31, 2018
Maximum Award: \$29,100 Unit Rate(s): \$.545 per mile	Effective Date: January 1, 2018
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: \$1,210,368	Federal Award ID Number: 17AAWAT3SS Federal Award Date: October 19, 2016
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

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Agreement #: 18-1120-0041-06
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2018

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 assist 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 this 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. *Sections g and h are in the HIPPA section too*
- 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. “CLC” means Community Living Connections. CLC is the successor to SAMS and will be used for reporting Older Americans Act and General-Fund state funded program services for program management and National Aging Program Information System (NAPIS) reporting.
- m. “Client” means an individual that is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- n. “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.
- o. “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.
- p. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- q. “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.

- r. “Disclosure” means the release, transfer provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- s. “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.
- t. “DSHS” or “the Department” means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- u. “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.
- v. “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.
- w. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- x. “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.
- y. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- z. “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).
- aa. “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.
- bb. “Older Americans Act” refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.

- cc. “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.
- dd. “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.
- ee. “Provider One” means Provider One payment system. Provider One is used to provide authorization and payment processing for services delivered to DSHS clients.
- ff. “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/>.
- gg. “Real Property” means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- hh. “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- ii. “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.
- jj. “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.
- kk. “SSPS means Social Service Payment System. SSPS is used for payment data history.
- ll. “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.

mm. (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 its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

nn. “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.

oo. “Supplies” means all tangible personal property other than equipment as defined herein.

pp. “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.

qq. “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.

rr. “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.

ss. “User” means the Contractor employee who has registered or approved access to a system listed in this Agreement.

tt. “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 Requirements**
 - a. Systems Access and Method of Access
 - (1) The Contractor may request permission to access the following:
 - (i) The Social Assistance Management System (SAMS), until it sunset, and successor system Community Living Connections (CLC) for managing and recording service provision and utilization, demographic, resource directory, and consumer website information; and
 - (ii) Provider One payment system, or successor payment system, for payment data; and
 - (iii) The Washington Connection benefit portal for the purpose of helping citizens complete an online application for federal, state and local benefits, services and assistance; and
 - (iv) The Community Living Connections (CLC)/GetCare System in order to list local resources, connect with the statewide aging network for client management and report on service delivery
 - (2) The Contractor shall access these systems through the State Government Network (SGN), the Inter-Governmental Network (IGN), SecureAccess Washington (SAW) or through a DSHS approved method of secure access.
 - (3) The Contractor agrees to follow the DSHS IT Security Policy Manual (Section 4.2.3.1, S1) that covers unique user IDs and security elements of constructing safe passwords and protecting them from unauthorized disclosure.

b. 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.

- (1) The Contractor shall limit access to client data to staff members (owners, board members, employees, volunteers, interns) 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.
- (2) The Contractor shall ensure each employee 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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).
- (7) 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.

- (8) Access to systems may be continuously tracked and monitored. LMTAAA and DSHS reserves 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.

c. 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:

(1) Confidentiality of Client Data

- (i) 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 HIPPA Privacy Rule- 45 CFR 160 to 45 CFR 164.
- (ii) 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.

(2) Use of Client Data

- (i) 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.
- (ii) Any personal use of client information is strictly prohibited.
- (iii) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

(3) Disclosure of Information

- (i) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01.
- (ii) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS programs.
- (iii) Questions related to disclosure are to be directed to the LMTAAA Contracts Manager.
- (iv) Any disclosure of information contrary to this section is unauthorized

and is subject to penalties identified in law.

d. Security of Data

- (1) 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.
- (2) 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 LMTAAA will remain the property of 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.
- (3) The Contractor shall protect information according to state and federal laws including the following incorporated by reference:
 - (i) Privacy Act 1974 5 USC subsection 552a;
 - (ii) Chapter 40.14 RCW Preservation and Destruction of Public Records;
 - (iii) Chapter 74.04 RCW General Provisions – Administration;
 - (iv) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
 - (v) 45 CFR 205.50 provides for Safeguarding information for the financial assistance Programs and identifies limitations to disclosure of said information; and
 - (vi) 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.

e. Data Transport

When transporting DSHS/LMTAAA Confidential Information electronically, including via email, the data will be protected by

- (1) Transporting the data within the State Governmental Network (SGN) or the Contractor's internal network, or;
- (2) Encrypting any data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.
- (3) Contractor staff whose email addresses are outside of the DSHS firewall are required to use the DSHS Secure Email system for the transmission of any electronic mail message containing a name, Personal Information or PHI for a client, care recipient or caregiver. This system is intended for the exchange of data between DSHS/LMTAAA and Contractor for the performance of services outlined in this Contract and shall not be used for any other transmissions.

f. Protection of Data

The Contractor agrees to store data on one or more of the following media and protect the data as described:

(1) Hard disk drives:

Data stored on local workstation hard disks. Access to the data will be restricted to Authorized Users 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.

(2) Network server disks:

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 confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meet the requirements listed in the above paragraph. Destruction of the data as outlined in 13.j. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure area.

(3) Optical discs (CDs or DVDs) in local workstation optical disc drives:

Data provided by DSHS/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 locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. 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.

(4) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers:

Data provided by DSHS/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.

(5) 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 locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

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 Agreement. If so authorized, the data shall be given the following protections:

- (i) Encrypt the data with a key length of at least 128 bits;
- (ii) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics; and
- (iii) 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.
- (iv) Physically secure the portable device(s) and/or media by:
 - i. Keeping them in locked storage 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 media with confidential information must be under the physical control of the Contractor staff with authorization to access the data.
 - (3) Portable devices include, but are not limited to: smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to: optical media (e.g. CDs, DVDs) magnetic media (e.g. floppy disks, tape) or flash media (e.g. CompactFlash, SD, MMC).
- h. Data Stored for Backup Purposes.
- (1) DSHS/LMTAAA data 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 confidential information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 13.j. Data Disposition.
 - (2) DSHS/LMTAAA 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 Agreement. If this media is retired while confidential information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 13.j. Data Disposition.
- i. Data Segregation
- (1) 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.
 - (2) 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,
 - (3) 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,

- (4) DSHS/LMTAAA data will be stored in a database which will contain no non-DSHS/LMTAAA data. And/or,
- (5) 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.
- (6) 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.
- (7) 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 Agreement.\

j. Data Disposition

When the contracted work has been completed or when no longer needed, except as noted in Section 13.f. Protection of Data (2) Network Servicer Disks above, data shall be returned 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 data	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 course abrasive.
Magnetic Tape	Degaussing, incinerating, or crosscut shredding.

k. Notification of Compromise or Potential Compromise

The compromise or potential compromise of LMTAAA/Contractor shared data must be reported to the LMTAAA Contracts Manager within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law,

DSHS or LMTAAA.

I. Data Shared with Subcontractors

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

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 (AL TSA). The appeal must be in writing and filed with AL TSA 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. Minimal insurance limits are \$1,000,000 combined single limit. The Contractor’s carrier shall provide LMTAAA with a waiver of subrogation to prevent the insurer from recovering loss payments from LMTAAA if the Contractor caused the loss.

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.**

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Agreement#: 18-1120-0041-06
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2018

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 2018:
1,500 trips.
- Proposed number of miles to be provided in 2018:
65,000 miles.
- Proposed number of unduplicated clients to be served in 2018:
95 unduplicated clients.

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Agreement#: 18-1120-0041-06
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2018

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, 2018 and be completed on December 31, 2018** 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 **Twenty-Nine Thousand One Hundred Dollars (\$29,100)** 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 (\$.542) 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 **Five Thousand One Hundred Thirty-Five Dollars (\$5,135)**. 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.

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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INVOICE SIGNATURE AUTHORIZATION

Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: Mason Transit Authority

SERVICE: Transportation

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. Chair of the Authority Board
Name (typed or printed) Title

Specimen Signature

2. Danette Brannin General Manager
Name (typed or printed) Title

Specimen Signature

3. LeeAnn McNulty Administrative Services Manager
Name (typed or printed) Title

Specimen Signature

4. Haley Dorian Accounting Assistant
Name (typed or printed) Title

Specimen Signature

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

Chair of the Authority Board January 16, 2018
Title Date

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Budget
2018-2021 RFP Attachment H

Service	Transportation
Funding Source	OAA IIIB/SCSA

A	B	C	D	E	F	G
Description	Total All F+G	OAA/SCSA funds	Project Income	Other Cash	Subtotal C+D+E	In-Kind
TOTALS	\$88,668	\$29,100	\$1,500	\$23,893	\$54,493	\$34,175
Salaries	\$46,963		\$1,500	\$12,113	\$13,613	
<i>see staffing plan</i>	\$13,613		\$1,500	\$12,113	\$13,613	
Volunteer Hours est @2,900	\$33,350					\$33,350
Benefits	\$7,505			\$7,505	\$7,505	
FICA	\$1,041			\$1,041	\$1,041	
Unemployment	\$0				\$0	
L&I	\$143			\$143	\$143	
Retirement	\$1,729			\$1,729	\$1,729	
	\$4,591			\$4,591	\$4,591	
Dental	\$0					
Other (vision)	\$0					
Office Supplies	\$200				\$200	
<i>Office supplies, copying</i>						
Operating Supplies	\$0				\$0	
<i>mail, gas</i>						
Professional Services	\$0				\$0	
<i>phone, internet</i>						
Staff Travel	\$0				\$0	
Other Travel	\$32,000	\$28,750		\$2,425	\$31,175	\$825
Advertising	\$1,000	\$350		\$650	\$1,000	
Operating Rentals	\$0				\$0	
<i>(name type of rental)</i>						
Insurance	\$0				\$0	
Public Utilities	\$0				\$0	
Repairs/Maintenance	\$0				\$0	
Miscellaneous Expense	\$550				\$550	
<i>Volunteer Recognition</i>				\$550	\$550	
Education/Training	\$150				\$150	
Contract Services	\$300				\$300	
<i>Background & DMV checks</i>				\$300	\$300	
Equipment Expense	\$0				\$0	
<i>(name type of expense)</i>						

Total \$88,668
less in-kind \$22,825
less non-qualified trips \$1,284
Contract budget \$64,559

Contract unit rate: \$0.545

Staffing Plan

2018-2021 RFP Attachment H

hr/wk	hr/yr	FTE	Position	AAA Contract / OAA/SCSA	Other	(name source)	(name source)	(name source)	Total F-- J
40	20.75		Dispatch/Scheduler	8,632	34,528				43,160.00
8 week				20%	80%				100%
34.67 mo				0.20	0.80	0.00	0.00	0.00	1.00
40	18.8		Accounting Assistant II	3,910	35,194				39,104.00
4 week				10%	90%				100%
17.33 mo				0.10	0.90	0.00	0.00	0.00	1.00
40	31.78		Outreach/Transit Planner	496	65,607				66,102.40
0.3 week				0.750%	99.25%				100%
1.30 mo				0.0075	0.9925	0.00	0.00	0.00	1.00
40	36.87		Administrative Services Manager	575	76,114				76,689.60
0.3 week				0.75%	99.25%				100%
1.30 mo				0.0075	0.9925	0.00	0.00	0.00	1.00

Total Salaries
Total FTE

\$13,613
0.32

\$211,443
3.69

\$0
0.00

\$0
0.00

\$225,056
4.00

Retirement	5,481	1,096	Dispatch/Scheduler
	4,966	497	Acctg Assistant II
	8,395	63	Outreach/Transit Planner
	9,740	73	Administrative Services Manager
	21,799	1,729	
Medical/Dental/Vision/I	16,595	3,319	Dispatch/Scheduler
	9,950	995	Acctg Assistant II
	18,429	138	Outreach/Transit Planner
	18,552	139	Administrative Services Manager
	63,526	4,591	
FICA	3,302	660	Dispatch/Scheduler
	2,991	299	Acctg Assistant II
	5,057	38	Outreach/Transit Planner
	5,867	44	Administrative Services Manager
	17,217	1,041	
L & I	490	98	Dispatch/Scheduler
	490	49	Acctg Assistant II
	490	4	Outreach/Transit Planner
	486	4	Administrative Services Manager
	4,806	143	

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Discussion*

Subject: City of Shelton Alder Street Project

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: January 16, 2018

Summary for Discussion Purposes:

The City of Shelton has been awarded a grant for street improvements on Alder Street, starting from 1st Street, up Olympic Hwy North to C Street. MTA plans to partner with the City on the project, specifically to install a bus shelter and construct a bus pull out in the right-of-way at 8th and Alder. The City intends to discontinue access to Alder from 8th Street as part of the improvements. Our Fixed Route service currently drops riders off in the vicinity of the proposed new location.

Partnering with the City will benefit MTA by creating a designated stop at the library where riders can safely board and unboard, provide a large, lighted shelter for safety and provide an acceleration lane for the bus to safely move back into traffic.

MTA will also install crosswalk flasher in the vicinity of our current bus stop near C Street for safety.

Fiscal Impact:

\$150,000. Cost of construction and passenger amenities including shelter and flashers for crossing at C Street near another bus stop within the project. We currently have \$100k encumbered specifically for the project and have available funds for capital projects encumbered in reserves.

Staff Recommendation:

None.

Motion for Consideration:

None.

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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 16, 2017

Summary for Discussion Purposes:

Project Management: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress. An updated project schedule has been prepared.

Permitting: Pickering Road and Cole Road permit plans have been submitted to Mason County. A SEPA Determination of Non-Significance has been issued by the County for these sites. Pear Orchard permit plans have been submitted to the City of Shelton. The City has said that the plans look good and minimal comment should be expected in the next week or two. Cultural Resource (Archaeological) investigation has been completed for all of the park and ride sites except Shelton Matlock. The Department of Archaeology and Historic Preservation (DAHP) has sent a letter of acceptance of the cultural investigation satisfying the requirement of Executive Order 05-05 for the entire park and ride program.

Design Development: SCJ is communicating with charging station companies and other transit authorities to determine car charging details to be implemented at park and rides.

Belfair Park and Ride: A-RT provided a revised building layout and conceptual exterior sketch for the Belfair park and ride. Drainage and grading design is finishing up. Access road design to the park and ride from SR3/Log Yard Road is in progress and will be coordinated with the developer. Intersection Control Analysis work is in progress. Public meetings regarding the traffic control at SR3/Log Yard Road will occur in February.

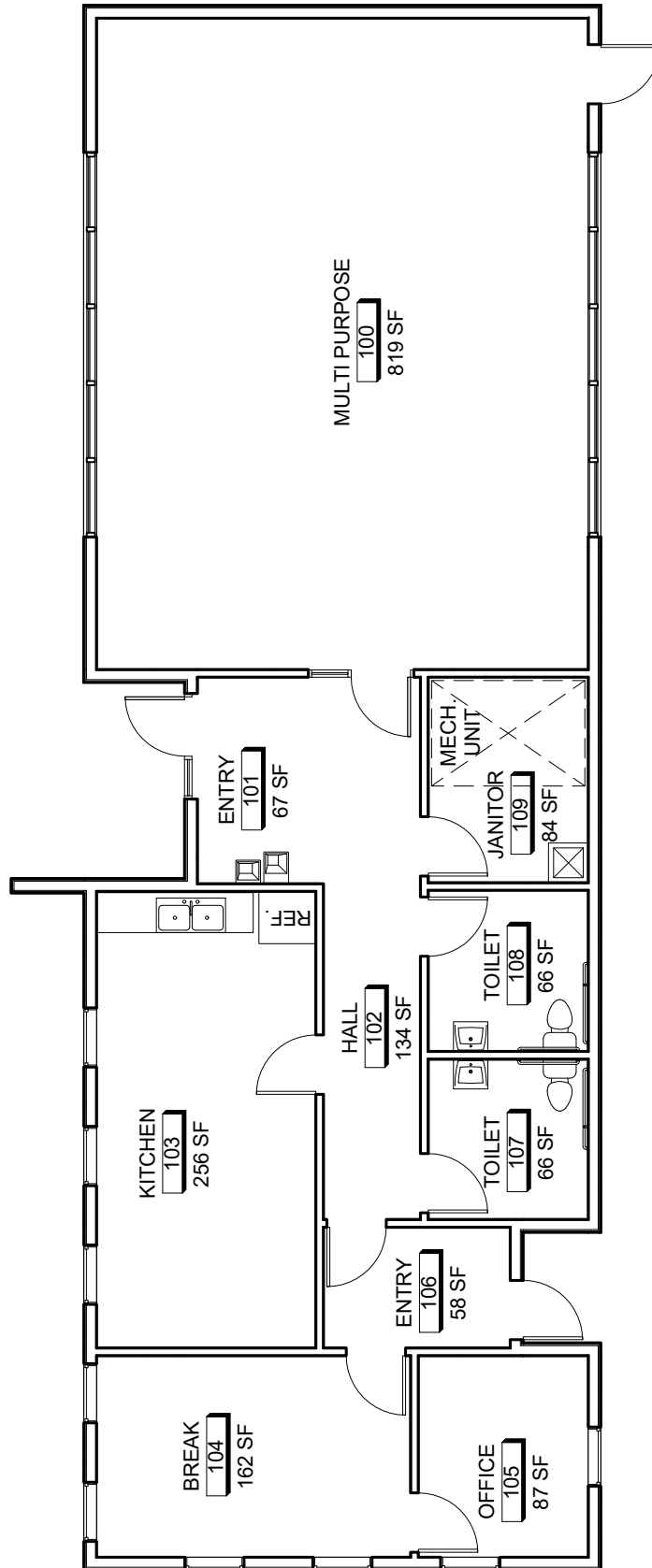
Other progress: Submitted a Public Records Request for the contract between WSDOT and Scarcella/Parsons on the fish passage project at Shelton-Matlock interchange. The language in the contract addresses the need for the design-build to ensure MTA has a comparable Park & Ride location. The project team is seeking options for the Park & Ride upgrades MTA plans for that location to happen in conjunction with other construction to save money.

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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 16, 2018

Summary for Discussion Purposes:

The monthly MTA Management Reports are attached for your information.

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MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 16, 2018

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MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 16, 2018

GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

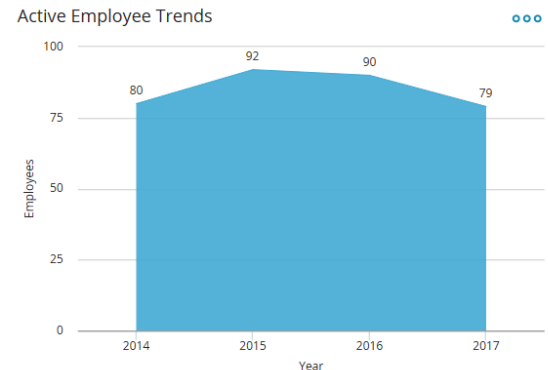
- Interviewing for two positions: IT Technical Analyst and T-CC Custodian. Staff has spent much time looking for the right fit for these two positions. Currently, the T-CC Custodian position has been filled. We are still in the process of interviewing for the IT Technical Analyst.
- Continued work on the T-CC Parking lot with the City of Shelton, Department of Ecology and Mason Conservation District. The application for the Voluntary Cleanup Program has been submitted. There is an upcoming meeting to review progress and determine next steps. The goal is to complete the original project as planned though with some design changes (pervious to non-pervious).
- Continued work on the Park & Ride. (See details under Informational)
- Reviewed 2018 Work Plan.
- Met with various staff to assist in areas as needed, specifically budget direction, capital projects and guidance in new positions.
- Conducted interviews of four vendors in response to the CAD/AVL and Scheduling Software Request for Proposals. We currently are in the review process to determine which vendor will be the best fit both for product and price. The selection and approval of contract will come to the February Board Meeting.
- Attended outside meetings: Monthly EDC Board Meeting and Consolidated Grant Process Committee meeting. WSDOT Public Transportation Division has formed a committee to review the process of applying for on-going Operation grants with the goal of streamlining the process for existing service grants.
- Attended the Shelton-Mason Chamber of Commerce Gala.
- First legislative update for 2018 – phone conference with Jennifer Ziegler, the Small-Medium Transit Alliance lobbyist to get updates and focus of the 2018 Legislative Session for transit.
- Enjoyed some vacation time during the Holidays.
- Updated the STIP (Six-Year Transportation Improvement Program) for 2018.

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TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

- **HR Dashboard** - 67 FTE's, plus 7 Worker Drivers, not including compensated board members. Employee headcount is 6.8% less than one year ago. Hired 2017 - 12, Termed 2017 - 20. 2 terminations were due to poor performance (both still in probation), 4 the result of the organizational restructure, the balance have been voluntary: made up of 4 retirements, 9 for personal reasons (3 still in probation), and 1 for better pay.
- **HR Support**
 - Finalized the 2017 OSHA report; posted according to requirements.
 - I am currently editing our existing Health and Safety Manual making updates resulting from a review of the manual performed by Mike Ringgenberg Operations Manager, Marshall Krier Maintenance Manager, Lisa Davis Safety and Training Supervisor and myself. The updated manual will be brought to the Safety Committee for review. Once approved daily safety practices will be reconciled against the procedures outlined in the manual.
 - Preparing the mandated 2017 DOT Drug and Alcohol Testing MIS Data Collection Form due early March.
 - Provide general HR support to staff with FMLA and other concerns as they come up.
- **Recruiting**
 - Opened an internal job announcement for the reinstated CommCenter Supervisor position. This position will be integral in the smooth implementation of bus technology and the changes it will bring to the CommCenter. Existing Lead Dispatch/Scheduler Jason Rowe, was the only internal applicant and has accepted the position.
 - We have found a great candidate for T-CC Assistant/Custodian position. He will be starting in the coming days.
 - We find ourselves recruiting once again for the Technical Support Analyst. The position was not an ideal fit for our initial hire.
- **Building Knowledge**
 - I will be attending three separate meetings/conferences in support of Drug and Alcohol compliance in the coming weeks.
- **Finance**
 - Begin process of year-end closeout.
 - Ensure accuracy of the first payroll of the year on new payroll system. The process went very well especially given the new reporting requirements of the paid sick leave law on paystubs.



MAINTENANCE/FACILITIES – Marshall Krier

- Our Fleet availability for the month of December was 94.01 percent. Our goal is 95 percent. We had no late vehicle preventive maintenance inspections.
- We are conducting interviews for the new T-CC custodian/assistant position. I want to thank Steve Weisenbach and LeeAnn McNulty for organizing and processing applications and arranging interviews.
- We are performing the annual vehicle, facility and equipment inventory and condition forms. These are part of an annual report required by WSDOT.
- Assisting with the evaluation for the Smart Bus Technology RFP's.
- Establishing timelines for 2018 Capital projects, specifically:
 - Replacement of roof mount HVAC units JP facility.
 - Procurement of one set of wheel end hoist for the
 - Maintenance shop.
 - Procurement and installation of rear run signs for Buses 300-306

OPERATIONS – Mike Ringgenberg

- **CDL Training** – Two new drivers, Gene & Ray, are scheduled to finish their new driver training on January 17, 2018.
- **CommCenter** – Jason Rowe was promoted to the CommCenter Supervisor position effective January 8, 2018—Congrats Jason!!
- **Driver Reviews** – Operations supervisors are finishing up the semi-annual driver reviews.
- **Outreach & Transit Planner** – Kathy G- has moved from the T-CC to JP and has hit the ground running 100 MPH!!
- **RFP 2017-01 Service Review** – The service review has begun: We have started sending historical ridership data to Nelson/Nygaard and they have scheduled their team to conduct passenger ride checks and on-board surveys on February 6-8, 2018.
- **RFP 2017-02 Technology** – Four companies conducted demonstrations for us and we are now conducting research on the proposals, we will hope to have a decision on February 9, 2018.
- **Service Review** – The Service Review Committee has completed the February 5, 2018 shake up, draft of the routes and blocks of work—drivers' feedback and public hearings were completed.
- **Shake Ups** – CommCenter is scheduled for a shake up on January 22, 2018 and the driver shake up is scheduled for February 5, 2018.
- **Specials** – We provided five specials during December for transportation: 28 individuals from Pioneer School, 64 individuals from Mason County Christian School, 2 specials to transport 17 individuals from the Governor's office & PUD and a bus was provided for the Blue Christmas Toy Drive in Shelton. This toy drive collected enough toys to stuff bus 650. Thank you everyone for your help!
- **Travel Training** – Two individuals trained on how to ride the bus and one individual was trained to be a Community Van driver.
- **Vanpool** – Usage rate is 56% with 9 of 16 vans on the road. Now that Kathy G- is in operations and conducting our outreach, we expect this program to flourish under her tutelage in 2018.
- **WSTIP Partnerships** – We successfully trained one mechanic from Jefferson Transit to receive his CDL license and we provided two weeks of new driver training to two driver trainers from Grays Harbor—This was done in conjunction with our New Driver training!

TRANSIT-COMMUNITY CENTER – Steve Weisenbach

Facility use traffic report:

- **Gym:** Gym use for December was festive with over 1100 people using the gym for holiday bazaars, events and our normal recreational programs! The gym will continue to be busy going into January with Disc Golf starting as a new recreation program. Choice schools will start classes again in January after the holidays.
- **Conference Room:** Conference room use for December came in at about 150 people from weekly meetings and a couple of holiday parties.
- **Kitchen:** Our continued use agreement with Xinhs and Taylor Shellfish currently keeps the kitchen operating at over 15 hours a week. Taylors has a three-person crew that cooks all of the bases and stocks for their chowders and stews. The count for December kitchen use was about 130.

Community:

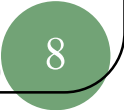
- The annual Christmas Parade was awesome and the T-CC has become a popular destination for families within the community to bring their kids and enjoy the show. It is well lit, covered and we have bathrooms readily available. The North Mason High School Band used the atrium to tune up and practice as they waited their turn to start in the parade. They sounded great and the public loved it!
- Many people commented how great the Noble Fir Christmas tree looked (donated by Kathy Geist's niece! Thank You!) It really lit up the center of the T-CC Atrium.
- Our 25-Year Anniversary table had many visitors and signatures were collected for people interested in a shuttle to the Veterans Hall at American Lake. A great job by Kathy Geist getting the table prepared and welcoming the public to celebrate the kick-off of MTA's 25-Year Anniversary!

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2018 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS



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2018 Work Items	Completed as of	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Strategic Plan finalized and incorporated into the Transit Development Plan (TDP)		Δ	Δ		
Review and update Employee Handbook based on union contracts		Δ			
Create Financial Management Manual and update Procurement Policy		Δ			
Install Bus Technology and new scheduling software		Δ	Δ	Δ	
Develop a work plan for parking lot upgrades		Δ			
Accounting Software		Δ			
Incorporate Remix into service planning		Δ			
Finalize implementation of Performance Measures		Δ	Δ	Δ	Δ
Develop a route deviation policy			Δ		
Consolidated Grant Application preparation for 2019-2021			Δ	Δ	
Install rear destination signs on low floor buses				Δ	
Purchase refurbished buses for Worker/Driver program				Δ	
Re-train all drivers on a regular basis in order to provide consistent service and safety		Δ	Δ	Δ	Δ
Park & Ride project (through 2023)		Δ	Δ	Δ	Δ
T-CC parking lot construction		Δ	Δ	Δ	Δ

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Mason Transit Authority Regular Board Meeting

Agenda Item: Informational – Item 3 - *Informational*

Subject: State of Good Repair

Prepared by: Marshall Krier, Maintenance Manager

Approved by: Danette Brannin, General Manager

Date: January 16, 2018

Summary for Discussion Purposes:

The attached charts show MTA's current State of Good Repair (SGR) on its fleet and replacement needs over the next six years.

For purposes of discussion, the following is highlighted:

- MTA extends useful life beyond FTA's schedule due to lower miles and rotation of vehicles

Vehicle Type	MTA Useful Life	FTA Useful Life
Coach	15	12
Medium Duty	7	9
Cutaways	5	7
Vans	4	5

- MTA's goal for SGR is 80%.
 - 100% in SGR is difficult mostly due to timeliness of securing funding and the length of time it takes to procure a vehicle.
 - Vehicles that are beyond useful life yet are still within MTA's fleet are included in calculation. MTA does not always surplus a vehicle once it has reached useful life. The vehicle may be kept as a back-up contingent vehicle.
 - MTA is below goal of 80% with vanpool vehicles being the highest contributor of vehicles out of SGR.
- Funding for vehicles is highly competitive. It is important to plan far in advance of vehicle replacement. If funding is not available through a grant source than local funds will need to be used.

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2018 Fleet State of Good Repair Summary

Based on Agency Useful Life Benchmark (ULB)

Rolling Stock Code	Rolling Stock Type	Total	In SGR	Over SGR	% Within SGR	% Outside SGR
1	Bus - 40 ft.	6	0	6	0%	100%
2	Bus - 35 ft.	13	10	3	77%	23%
3	Bus - 30 ft.	1	0	1	0%	100%
11	Cutaway (under 30 ft.)	20	20	0	100%	0%
12	Body-on-Chassis (over 30 ft.)	2	2	0	100%	0%
13	Van - Vanpool	19	10	9	53%	47%
Total		61	42	19	69%	31%

Agency's goal is to maintain the fleet at 80 percent of the vehicle within SGR.
Agency ULB is set higher than Federal Transit Administration's ULB.

2018 - 2023 Agency Replacement Plan

Rolling Stock Code	Rolling Stock Type	Total	In SGR	Replacement	Estimated Cost of Replacement (100%)	MTA ULB
1	Bus - 40 ft.	6	0	6	\$3m	15
2	Bus - 35 ft.	13	8	5	\$2.45m	15
3	Bus - 30 ft.	1	0	1	\$475k	15
11	Cutaway (under 30 ft.)	20	5	15	\$1.65m	7
12	Body-on-Chassis (over 30 ft.)	2	2	0	0	9
13	Van - Vanpool	19	0	19	\$475k	5
Total		61	15	46	\$8.05m	

The above chart depicts a picture of what needs replaced by the end of 2023.