



## AGENDA

Mason Transit Authority Board  
Regular Meeting  
January 19, 2021, 4:00 p.m.  
Mason Transit Authority  
MTA Transit-Community Center  
Conference Room  
601 West Franklin Street  
Shelton

**OR**

*Pursuant to Governor's Proclamations 20-28.14 and 20-25.11, the public meeting shall be held virtually using the following WebEx credentials*

To join by phone: 1-408-418-9388

Meeting number (access code): 126 150 4580 (Password) 0790

### OPENING PROTOCOL

CALL TO ORDER

ROLL CALL AND DETERMINATION OF QUORUM

ACCEPTANCE OF AGENDA – *ACTION*

PUBLIC COMMENT – *Limit of five (5) minutes per person*

### CONSENT AGENDA – *ACTION*

1. Pg. 003: Approval of Minutes: Approval of the minutes of the December 15, 2020 MTA regular Board meeting.
2. Pg. 007: Financial Reports: December, 2020
3. Pg. 014: Check Approval: December 8, 2020 – January 14, 2021
4. Pg. 021: Approval of updated LMTAAA Contract

### REGULAR AGENDA

#### UNFINISHED BUSINESS:

1. Pg. 077: Approval of Updated Strategic Plan– Resolution No. 2021-01 – *ACTIONABLE* (Danette)

#### NEW BUSINESS:

1. Pg. 094: Appointment of Citizen Adviser to MTA Authority Board – *ACTIONABLE* (Danette)
2. Pg. 095: MTA Board Committees – *ACTIONABLE* – (Danette)
3. Pg. 096: Surplus Items – Resolution No. 2021-02 – *ACTIONABLE* - (LeeAnn)
4. Pg. 101: Approval of Right! Systems Inc. Contract - Resolution No. 2021-03 – *ACTIONABLE* - (Danette)
5. Pg. 140: Update to COVID-19 Supplemental Leave Authorization (POL-312) – Resolution No. 2021-04 – *ACTIONABLE* - (LeeAnn)
6. Pg. 151: Update to Americans with Disabilities Policy (POL-504) – Resolution No. 2021-05 – *ACTIONABLE* - (Mike and Danette)
7. Pg. 181: Rescind Service Animal and Pets Policy (POL-508) - Resolution No. 2021-06 – *ACTIONABLE* - (Mike)

### INFORMATIONAL

#### *Reports*

1. Pg. 184: Park and Ride Update
2. Pg. 185: Management Reports
3. Pg. 193: Operational Statistics

**GENERAL MANAGER'S REPORT**

**COMMENTS BY BOARD**

**ADJOURNMENT**

**UPCOMING MEETINGS:**

**MTA Board Meeting**

**Mason Transit Authority  
Regular Meeting**

*February 16, 2021 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

**Mason Transit Authority  
Minutes of the Regular Board Meeting  
December 15, 2020  
MTA Transit-Community Center  
Conference Room  
601 West Franklin Street  
Shelton**



*Pursuant to Governor's Proclamation 20-28.8, the public meeting was held virtually using WebEx with the public being able to attend in listen-only mode as well as in person.*

**OPENING PROTOCOL**

**CALL TO ORDER:** 4:00 p.m.

**ROLL CALL AND DETERMINATION OF QUORUM**

**Authority Voting Board Members Present:** Wes Martin, Chair; Sharon Trask, Vice Chair; John Campbell, Kevin Dorcy, Matt Jewett, Randy Neatherlin, Kevin Shutty and Sandy Tarzwell. **Quorum met, all named Board members were present via WebEx virtual conference.**

**Authority Voting Board Members Not Present:** Vacant Position through remainder of 2020.

**Authority Non-voting Board Member Present:** Greg Heidal, Business Representative, IAM and AW, District Lodge 160.

**Citizen Advisor to the Board Present in Person:** John Piety

**Others Present in Person:** Tracy Becht, Clerk of the Board

**Others Present via WebEx virtual conference:** Danette Brannin, General Manager, LeeAnn McNulty, Administrative Services Manager and Marshall Krier, Maintenance and Facilities Manager.

**Others Present via WebEx virtual conference:**

Robert Johnson, MTA Legal Counsel; Elizabeth Safsten, WSDOT liaison.

**ACCEPTANCE OF AGENDA**

**Moved** that the agenda for the December 15, 2020 Mason Transit Authority (MTA) regular board meeting be approved. **Dorcy/Tarzwell. Motion carried.**

**PUBLIC COMMENT**

None.

**ELECTIONS FOR 2021 BOARD OFFICERS**

1. **Chair.** Current Board Chair Martin nominated Vice Chair Sharon Trask to serve as Chair of the Board. Vice Chair Trask accepted the nomination. Additional calls for nomination

were asked with no others being made. **Martin/Tarzwell. Motion carried unanimously.**

2. **Vice Chair.** Current Vice Chair Trask nominated Sandy Tarzwell. Board member Tarzwell accepted the nomination. **Trask/Martin. Motion carried unanimously.**

## **CONSENT AGENDA**

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

1. **Moved** to approve the minutes of the MTA regular Board meeting of November 17, 2020.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for November, 2020 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payments of November 13, 2020 through December 7, 2020 financial obligations on checks #34668 through #34745, as presented for a total of \$327,981.75.

**Campbell/Tarzwell. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS**

1. **Approval of 2021 Budget** – LeeAnn McNulty, Administrative Services Manager, shared with the Board that the final version contains a few additional changes with little overall impact. Notable changes: (a) the IT Administrator position has been replaced with a third-party vendor; and (b) non-represented performance compensation. Additionally, due to COVID-19 and safety precautions, MTA drivers are providing some of the rides that are normally covered by LMTAAA volunteer drivers. Board member Campbell expressed concern about the downward trends and Ms. McNulty indicated that while the sales tax revenue is much higher, staff did not feel it was sustainable in the long term and so have taken a very conservative approach. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-42 adopting the 2021 Budget and Compensation Plan with Gross Operating Revenues of \$7,477,706 and Total Operating Expenses of \$7,410,931 with Net Income from Operations of \$66,775 including the capital budget therein. **Trask/Campbell. Motion carried.**

### **NEW BUSINESS**

1. **Surplus Inventory.** Ms. McNulty stated the items listed are surplus items that are assets that have been fully depreciated and being sent to the supply store in Tumwater or will be recycled. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-43 regarding the disposal of the assets as set forth in Exhibit A to that resolution. **Campbell/Tarzwell. Motion carried.**

2. **Customer Comment/Complaint Policy (POL-505).** Danette Brannin, MTA General Manager, informed the Board that this policy was last reviewed in 2017. She indicated that the changes proposed are to bring the policy in alignment with requirements. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-44 that approves the revised Customer Comment/Complaint Policy (POL-505). **Tarzwell/Jewett. Motion carried.**
3. **Equal Employment Opportunity Policy/Program (POL-307).** Ms. Brannin indicated that this policy was last updated in 2017. She also described the process that led MTA to updating the policy and creating the program. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-45 that approves the revised Equal Employment Opportunity Policy (POL-307). **Tarzwell/Dorcy. Motion carried.**
4. **Travel and Travel Reimbursement Policy (POL-402).** Ms. McNulty stated that this policy was due for review and described the changes made. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-46 that approves the revised Travel and Travel Reimbursement Policy (POL-402). **Tarzwell/Dorcy. Motion carried.**
5. **No Show Policy (POL-509).** Ms. Brannin indicated that this policy was updated in 2019 and that this update is to provide clarification for both riders and MTA. The changes were in alignment with current practices and in compliance with FTA requirements. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-47 that approves the revised No-Show Policy (POL-509). **Tarzwell/Campbell. Motion carried.**
6. **Strategic Plan Update.** Ms. Brannin informed that Board that this updated and active Strategic Plan was simply for discussion and also includes a workplan. She discussed some of the new items for 2021. Board member Tarzwell asked about cybersecurity with cloud-based technology. Ms. Brannin indicated that WSTIP helps with addressing these concerns.
7. **Renewal of LMTAAA Contract.** Ms. McNulty shared that this annual contract renewal is coming before the Board for approval in connection with Mason Transit's Volunteer Driver program. **Moved** 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(4) for the provision of volunteer transportation services. **Campbell/Neatherlin. Motion carried.**

**INFORMATIONAL** – Ms. Brannin provided an overview of the status of the various park and ride projects and went over MTA's accomplishments in 2020.

*(Board member Dorcy left meeting at 4:50 PM)*

**COMMENTS BY THE BOARD** – Board Chair Martin shared that he appreciated the opportunity to be the Chair for 2020.

Board member Campbell stated that MTA provides a valuable service to the community.

**Moved** that the meeting be adjourned.

**ADJOURNED** 4:55 p.m.

**UPCOMING MEETING**

**BOARD MEETING**

**Mason Transit Authority  
Regular Meeting  
*January 19, 2021 at 4:00PM*  
*On-line via WebEx and in person at  
the Transit-Community Center  
601 West Franklin Street  
Shelton***

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Financial Reports – December 2020  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

### **Summary for Discussion Purposes:**

Included is the December 2020 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for October 2020 (received December 31, 2020) was \$536,963, 22% above October 2019 and 60% higher than the budgeted sales tax revenue for October 2020.

#### *Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses would be at 100% (12/12) of the budget through the end of the year. Total YTD Revenue is over budget at 129.38%. The percentage of Total YTD Operating Expenses are under budget at 86.58%.

- Year-to-date sales tax revenue remains up 7% through October 2020 and 44% above the budgeted amount.
- MTA has spent \$121,953 YTD on Covid related safety supplies and equipment, legal services, training, public messaging, and unemployment insurance, drivers barriers for fleet.

### **Fiscal Impact:**

The November fiscal impact reflects total revenues of \$797,714, and operating expenses of \$547,514 for a net income of \$250,200.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the financial reports for the period of December 2020, as presented.

# Mason Transit Authority Statement of Financial Activities

% through the year: 100%

January 2021 Board Report

December Statement of Financial Activities	December Actual	2020 YTD Actual	2020 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 3,256	\$ 39,262	\$ 105,000		37.39%
PSNS Worker/Driver & Vanpool Fares	12,010	162,023	260,000		62.32%
<b>Total Operating Revenue (Fares)</b>	<b>15,266</b>	<b>201,285</b>	<b>365,000</b>		<b>55.15%</b>
Sales Tax	373,534	5,534,116	4,054,264	(1)	136.50%
Operating Grants	376,723	3,988,498	3,049,288	(2)	130.80%
Rental Income	12,895	146,845	179,520		81.80%
Investment Income	1,343	73,434	50,000		146.87%
Other Non-operating Revenue	17,954	95,185	61,510	(3)	154.75%
<b>Total Revenue</b>	<b>797,714</b>	<b>10,039,362</b>	<b>7,759,582</b>		<b>129.38%</b>
<b>Expenses</b>					
Wages and Benefits	422,288	5,357,123	6,223,621		86.08%
Contracted services	15,200	220,233	180,475	(4)	122.03%
Fuel	20,527	226,643	377,450	(5)	60.05%
Vehicle/Facility Repair & Maintenance	13,604	168,636	325,354		51.83%
Insurance	20,217	242,605	242,605		100.00%
Intergovernmental - Audit Fees	1,810	31,046	33,000		94.08%
Rent - Facilities and Park & Ride	4,017	35,895	32,500	(6)	110.45%
Utilities	12,933	128,421	137,508		93.39%
Supplies & Small Equipment	32,126	304,388	122,801	(7)	247.87%
Training & Meetings	384	7,044	47,035		14.98%
Other operating expenses	4,409	109,465	167,639	(8)	65.30%
<b>Total Operating Expenses</b>	<b>547,514</b>	<b>6,831,498</b>	<b>7,889,988</b>		<b>86.58%</b>
Net Income (Deficit) from Operations	\$ 250,200	\$ 3,207,864	\$ (130,406)		

## NOTES

(1)	YTD Sales Tax Revenue amount based on actuals for January thru October and accruals of November and December's budgeted amount, actual sales tax revenue is trending 44% above actual receipts in 2020.
(2)	Operating grant revenue equals Q1 - Q3 actuals, plus Q4 accruals. Q4 Operating Grant revenue will be adjusted to actual request amount when submitted.
(3)	Includes LMTAAA Volunteer program revenue - \$24,274, Volunteer Donations - \$947, Sale of Maintenance Services \$3,142, Community Van - \$912, Sales Tax Interest Income - \$5,545 and Insurance Recoveries - \$77, \$1,400 credit card rebate, Gain/Loss on Disp of Asset (sale of 9 cutaways and 6 coaches) \$53,800, and other misc. supplies.
(4)	The amount above budget is comprised of consulting fees for TCC Parking Lot- \$42,783.
(5)	Average diesel price per gallon year to date is \$1.78. Average gasoline price per gallon year to date is \$2.28.
(6)	Rent - Facilities impacted by the increased cost for temporary office for Belfair drivers break area.
(7)	Printing- \$19,020; TCC Ops Office cabinets, countertops, and lockers- \$9,747; furniture Admin office - \$7,264; Tablets for Ecolane - \$11,742; Cleaning/sanitation/safety supplies - \$113,512; Bulk advertising - pandemic related public messaging - \$1,800; Office Supplies - \$8,935; Shop Supplies - \$10,995; Small Tools & Equipment: Lawn mower bagger & blades, disinfecting equipment for fleet - \$2,322, \$88,651 implementation costs for bus technology, and other misc supplies and small equipment.
(8)	Includes budget line items from Vehicle Licensing, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement, Dues, Memberships, and Subscriptions. Expenses through the year include: Volunteer Driver Program reimbursements \$22,181; Advertising \$25,528; Merchant/credit card fees \$5,000; Rent-Equipment \$633; Office Equipment Lease \$2,543; Dues, Memberships, Subscriptions \$30,145; Unemployment Insurance \$14,624; plus other misc. expenses.

# Mason Transit Authority Statement of Financial Activities - TCC

% through the year: 100.00%

January 2021 Board Report

December Statement of Financial Activities	2020 Combined December Actual	2020 YTD Actual	2020 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
Revenue							
T-CC Rental	\$ 10,653	\$ 125,806	\$ 158,020	(1)	79.61%	\$ 125,806	\$ -
Other Revenue	18	67	-			67	-
<b>Total Revenue</b>	<b>10,671</b>	<b>125,873</b>	<b>158,020</b>		<b>79.66%</b>	<b>125,873</b>	<b>-</b>
Expenses							
Wages and Benefits	10,866	129,777	140,365		92.46%	129,777	-
Contracted services	90	9,037	20,823		43.40%	7,920	1,117
Repair & Maintenance	483	14,762	15,354		96.14%	9,688	5,074
Insurance	1,347	16,161	16,161		100.00%	16,161	-
Utilities	4,135	45,968	50,174		91.62%	32,711	13,257
Supplies & Small Equipment	1,878	10,208	8,011	(2)	127.42%	7,353	2,855
Other Operating Expenses	296	1,682	2,112		79.64%	1,596	86
<b>Total Operating Expenses</b>	<b>19,095</b>	<b>227,596</b>	<b>253,000</b>		<b>89.96%</b>	<b>205,207</b>	<b>22,389</b>
Net Income (Deficit) from Operations	\$ (8,424)	\$ (101,723)	\$ (94,980)			\$ (79,334)	\$ (22,389)

## NOTES

(1)	T-CC Event rental revenue has been reduced due to cancelled event rentals during the pandemic. TCC Tenant Rental Income reduced with FESS move to JP.
(2)	Office supplies - \$1,406; Pandemic related Cleaning/Sanitation & Safety Supplies totaling \$6,231 YTD; Floor cleaning equipment \$1,248; plus other misc. supplies & small equipment.

# Mason Transit Authority Cash and Investments

January 2021 Board Report

## Cash Balances

	11/30/2020	12/31/2020	Change
Cash - MC Treasurer	\$ 1,743,927.99	\$ 1,633,678.26	\$ (110,249.73)
Investments - MC Treasurer	10,500,000.00	11,500,000.00	1,000,000.00
Payroll - ACH Columbia Bank	193,828.95	\$ 194,342.82	\$ 513.87
Petty Cash/Cash Drawers	500.00	500.00	\$ -
<b>TOTAL</b>	<b>\$ 12,438,256.94</b>	<b>\$ 13,328,521.08</b>	<b>\$ 890,264.14</b>

## Cash Encumbrances

Grant Related:

Purchase two coaches. Received award of \$468,636 - 5339 Fed 25% Match. Encumbered funds to be used for the match and balance exceeding the award amount.	\$ 564,416
Park & Ride Development Project RMG 2015-2019 Match	950,000
Purchase 1 - 35' coach and 6 cutaways. Contingent on grant application award. 25% match	317,381
<b>Total Grant Match</b>	<b>1,831,797</b>

Reserves:

Total Grant Match	1,831,797
General Leave Liability	207,249
Emergency Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Future Operating Reserves	3,600,000
Capital Project Reserves <sup>1</sup> /Park and Ride Projects	3,400,000
Fuel Reserves	120,000
IT Investments	40,000
<b>Total Encumbered</b>	<b>\$ 11,449,046</b>

Total of Cash	\$ 13,328,521.08
Less Encumbrances	11,449,046.00
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>1,879,475.08</b>
Investments - MC Treasurer (Reserves)	11,500,000.00
Less Encumbrances	11,449,046.00
<b>Undesignated Cash Reserves</b>	<b>\$ 50,954.00</b>

Sales Tax Revenue received in excess of the budgeted amount will be reserved in Capital Project Reserves while we await the status of park and ride grant funding for the 2021-2023 biennium.

# Mason Transit Authority Capital Budget

January 2021 Board Report  
As of December 31, 2020

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
T-CC Parking Lot	302,500	250,000	177,500	-	216,313	221,928	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	-	2,820,062	4,770,126	Construct Belfair P&R; upgrade other P&Rs
JP Copy Machine	7,000	-	7,000	-	5,412	5,412	Purchase new copy machine rather than leasing over 5-year term.
JP Exterior Paint	85,000	-	-	85,000	-	-	
Radich building roof repair	35,000	40,000	-	-	-	-	<i>Applied 2020/2021 Sales Tax Equalization \$ to complete</i>
Scissor Lift - TCC	15,000	17,300	-	-	-	-	Lift for atrium and gymnasium maintenance. <i>Applied 2020/2021 Sales Tax Equalization \$ to</i>
HVAC Units	50,000	-	-	50,000	-	-	Replace units in Buildings 1 and 2
Bus Technology	30,915	-	30,915	-	80,449	-	YTD represents technology costs capitalized.
Coach Repairs	116,500	116,500	-	-	82,559	113,455	Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization.
<b>Total Miscellaneous Capital Projects</b>	<b>7,013,049</b>	<b>6,040,800</b>	<b>1,165,415</b>	<b>135,000</b>	<b>3,204,795</b>	<b>5,110,922</b>	
2 Worker Driver Coaches	1,779,228	1,285,419	257,084	-	1,542,503	1,542,503	Replace low SGR ranking coaches
9 Cutaways	932,157	699,118	294,492	-	993,610	993,610	Replace low SGR ranking Cutaways
2 40' Coaches,	970,579	727,934	298,374	-	1,026,308	1,026,308	Replace low SGR ranking Coaches
Mini Cutaway	80,000	176,650	5,374	-	85,374	85,374	<i>Applied 2020/2021 Sales Tax Equalization \$ to purchase a 2nd mini-cutaway</i>
2 35' Coaches	510,000	468,636	564,416	-	-	-	Replace two coaches. <i>Update reflects 5339 award.</i>
<b>Total Vehicle Replacements</b>	<b>4,271,964</b>	<b>3,357,757</b>	<b>1,419,740</b>	<b>-</b>	<b>3,647,795</b>	<b>3,647,795</b>	
<b>Total Capital Projects</b>	<b>\$ 11,285,013</b>	<b>\$ 9,398,557</b>	<b>\$ 2,585,155</b>	<b>\$ 135,000</b>	<b>\$ 6,852,590</b>	<b>\$ 8,758,717</b>	


Capital Project Reserves - \$3,400,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

# Mason Transit Authority Sales Tax Receipts

January 2021 Board Report

Sales Tax Collected as of 12/31/2020 for 10/31/2020

Monthly Cash-Flow Trend (January - December)



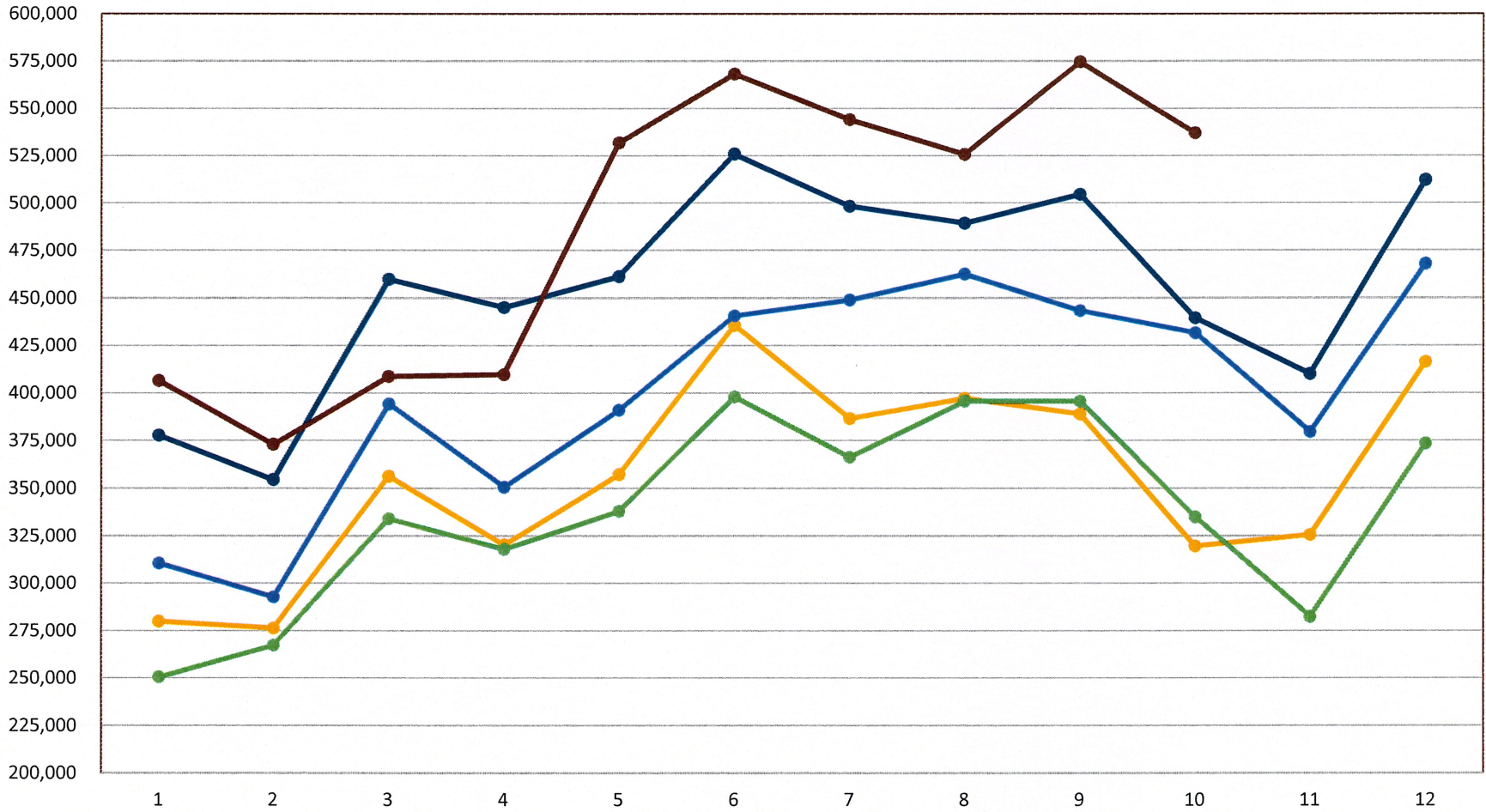
	2017	2018	2019	2020 Budget	2020 Actual	2019 Budget Variance	% Change 2019 - 2020 Actual
January	279,777	310,547	377,689	250,512	406,391	62%	8%
February	276,310	292,604	354,467	267,297	372,932	40%	5%
March	356,214	394,293	459,822	334,132	408,506	22%	-11%
April	320,241	350,586	445,171	317,834	409,532	29%	-8%
May	357,049	391,052	461,236	337,957	531,711	57%	15%
June	435,445	440,606	525,839	397,996	568,045	43%	8%
July	386,531	449,080	498,248	366,369	543,942	48%	9%
August	397,061	462,622	489,291	395,696	525,644	33%	7%
September	388,845	443,327	504,696	395,670	574,589	45%	14%
October	319,477	431,530	439,534	334,940	536,963	60%	22%
November	325,586	379,605	409,930	282,327			
December	416,254	467,960	512,346	373,534			
	4,258,790	4,813,813	5,478,270	4,054,264	4,878,254		

Budget Variance Average - YTD 44%

% Change 2019 vs 2020 Actual Average - YTD 7%

# Monthly Sales Tax Trend

2017 2018 2019 2020 Budget 2020 Actual



## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 3 – ***ACTION***  
**Subject:** Check Approval  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

### **Summary for Discussion Purposes:**

Disbursements:

- FASTER
  - Check #34799 – \$10,408.43 – Annual subscription Maintenance Software
- \*SCJ Alliance
  - Check #34773 – \$7,435 – Park and Ride Projects
- \*SCJ Alliance
  - Check #34809 – \$12,771.23 – Park and Ride Projects
- Smarsh
  - Check #34878 – \$8,679.28 – Annual subscription Record Retention
- Washington State Transit Insurance Pool (WSTIP)
  - Check #34890 – \$189,856 – Annual billing – Property & Liability Insurance
- ZEP
  - Check #34891 – \$5,371.85 – Hand sanitizer stations for fleet in response to State guidance

\*Disbursements capital grant eligible.

November Fuel Prices: Diesel \$1.81, Unleaded \$2.28

General Manager Travel Expenditures:

- No Travel

### **Check Disbursement Fiscal Impact:**

\$945,865.55

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of December 8, 2020 through January 14, 2021 financial obligations on checks #34746 through #34891, as presented for a total of \$945,865.55.



Mason Transit Authority  
January 19, 2021 Disbursement Approval

The following checks for the period of December 8, 2020 through January 14, 2021 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	34746 – 34891	\$945,865.55

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 12/09/2020	34746	186,329.10
Payroll & DRS – 12/22/2020	34815	158,960.49
Payroll & DRS – 01/06/2021	34840	153,086.15
FASTER	34799	10,408.43
SCJ Alliance	34773	7,435.00
SCJ Alliance	34809	12,771.23
Smarsh	34878	8,679.28
Washington State Transit Insurance Pool (WSTIP)	34890	189,856.00
ZEP Manufacturing Co.	34891	5,371.85
<i>Check Spoilage</i>	34833	81,647.48

Submitted by: LeeAnn McNulty Date: 1-15-2021  
LeeAnn McNulty, Administrative Services Manager

DocuSigned by:  
Approved by: Danette Brannin Date: 1/15/2021  
Danette Brannin, General Manager

Mason Transit Authority Credit Card Activity  
 January 2021 Board Report

December Activity

GL Title	Transaction Description	Expenses
Employee Recognition	Dollar Tree - Volunteer recognition greeting cards	\$ 2.73
Employee Recognition	Fred Meyer - Gift card for Scot Haskell	35.10
Employee Recognition	Fred Meyer - Volunteer recognition gift cards	95.00
Publication Fees	Job Target - Acctg Coordinator recruitment	249.00
Facility Repair/Maintenance	1000bulbs - Flourescent bulbs	54.99
Facility Repair/Maintenance	1000bulbs - Flourescent bulbs	134.64
Facility Repair/Maintenance	Amazon - Door control switch	75.78
Facility Repair/Maintenance	Discount snow stakes - P&R markers	127.73
Facility Repair/Maintenance	Home Depot - Anchor nuts	13.35
Facility Repair/Maintenance	Home Depot - Ceiling tiles	41.41
Facility Repair/Maintenance	Lowe's - Quickcrete	166.29
Facility Repair/Maintenance	Lowe's - Toilet repair bldg 2	8.78
Office Supplies	Dell - Printer waste container	28.14
Office Supplies	Olympic Lock and Key - 2nd set of TCC drawer	4.35
Shop Supplies	Amazon - Dri-Z Air	64.57
Cleaning/Sanitation Supplies	Walmart - Belfair clean supplies	17.70
Cleaning/Sanitation Supplies	Walmart - cleaning supplies	6.30
Cleaning/Sanitation Supplies	Walmart - cleaning supplies	12.92
Cleaning/Sanitation Supplies	Walmart - cleaning supplies	15.42
Cleaning/Sanitation Supplies	Walmart - cleaning supplies	31.64
Software	Microsoft - Windows 10 pro software	107.42
IT Equipment	Amazon - Speakerphone/webcam	125.84
IT Equipment	Best Buy - Laptop (grant reimbursed - \$500)	1,084.99
Small Tools & Equipment	Amazon - Ice melt spreader for truck	1,029.67
Small Tools & Equipment	Amazon - Tire thumpers	20.94
Small Tools & Equipment	Cleanfreak - grout cleaning pads	39.96
Small Tools & Equipment	Cleanfreak - grout cleaning pads	97.82
Small Tools & Equipment	Floorguy - tile/grout cleaning machine	322.14
Small Tools & Equipment	Floorguy - tile/grout cleaning machine	788.68
Safety Supplies	Amazon - Opti no fog wipes	400.90
Safety Supplies	Creative Safety - Hand sanitizer stickers	400.75
Safety Supplies	Home Depot - Driver barriers, Covid	59.81
Safety Supplies	Orange County Indust. - Dividers for TCC	65.01
Safety Supplies	Shelton Outfitters - Rain gear for cleaners	326.28
Safety Supplies	Sp Hygiene Barriers - Dividers for TCC dispatch	401.30
Safety Supplies	Walmart - Band aids for 1st aid stations	23.88
Safety Supplies	Walmart - batteries, curtains	685.96
Safety Supplies	Walmart - Shower curtain, barriers	5.40
Small Equipment & Furniture	Home Depot - Toolbox for tools	380.71
Small Equipment & Furniture	Lowe's - Shelves for IT	262.49
Dues, Memberships, Subscriptions	DocuSign - Electronic Signature software	326.40
Dues, Memberships, Subscriptions	Evergreen Safety Council - DD trainer recert.	25.00
Dues, Memberships, Subscriptions	Evergreen Safety Council - Eversafe inst. Recert.	150.00
Training / Seminars	GFOA - Training budget	35.00
Other Misc Expenses	Walmart - TCC Atrium Christmas tree	85.81
Other Misc Expenses	Walmart - TCC Atrium Christmas tree	210.08
Passenger Parking Facilities	Glacier West - Belfair parking	550.00
	Total	<u>\$ 9,198.08</u>

Mason Transit Authority Check Register  
 January 2021 Board Report

Activity From 12/08/2020 Through 01/14/2021

Document Date	Check #	Vendor Name	Amount
12/29/2020	34441	AWC Employee Benefit Trust	\$ (81,647.48)
12/9/2020	34746	Mason Transit Authority - ACH Account	186,329.10
12/14/2020	34747	Advance Glass	266.56
12/14/2020	34748	AIG Retirement	200.00
12/14/2020	34749	Allstream	142.71
12/14/2020	34750	Associated Petroleum Products, Inc.	1,374.37
12/14/2020	34751	Aramark	340.86
12/14/2020	34752	Mick Baker	373.75
12/14/2020	34753	City of Shelton	698.48
12/14/2020	34754	Comcast	199.57
12/14/2020	34755	Cummins Northwest, LLC	364.08
12/14/2020	34756	Gene Currier	662.65
12/14/2020	34757	EMC - Mason Transit	103.65
12/14/2020	34758	Northwest Cascade Inc. DBA FloHawks	2,060.81
12/14/2020	34759	Gillig, LLC	653.28
12/14/2020	34760	Carolyn Gravatt-Bowles	839.35
12/14/2020	34761	Northwest Cascade, Inc. DBA Honey Bucket	1,315.45
12/14/2020	34762	Robert W. Johnson, PLLC	1,600.00
12/14/2020	34763	Kitsap Transit	1,171.77
12/14/2020	34764	Les Schwab	680.24
12/14/2020	34765	Mason County PUD #3	2,689.36
12/14/2020	34766	Cheryl Moore	275.43
12/14/2020	34767	Mountain Mist Water	102.12
12/14/2020	34768	Olympic Lock & Key	239.36
12/14/2020	34769	Pitney Bowes	174.15
12/14/2020	34770	Pacific Power Group, LLC	391.66
12/14/2020	34771	Builders FirstSource	15.20
12/14/2020	34772	State Auditor's Office - WA	1,809.60
12/14/2020	34773	SCJ Alliance	7,435.00
12/14/2020	34774	Seattle Automotive Distributing	325.81
12/14/2020	34775	The Shoppers Weekly	91.68
12/14/2020	34776	Staples Business Advantage	121.17
12/14/2020	34777	Summit Law Group	132.00
12/14/2020	34778	Titus-Will	274.03
12/14/2020	34779	Total Battery & Automotive Supply	28.62
12/14/2020	34780	Tozier Brothers, Inc.	18.70
12/14/2020	34781	ULINE	1,304.84
12/14/2020	34782	United Way of Mason County	60.40
12/14/2020	34783	UniteGPS, LLC	624.00
12/14/2020	34784	U.S. Bank	7,719.50

Mason Transit Authority Check Register  
 January 2021 Board Report

Activity From 12/08/2020 Through 01/14/2021

Document Date	Check #	Vendor Name	Amount
12/14/2020	34785	Verizon Wireless	1,040.74
12/14/2020	34786	Voyager Fleet Systems, Inc.	4,696.63
12/14/2020	34787	Westbay Auto Parts	272.71
12/14/2020	34788	Westcare Clinic, Inc.	340.00
12/14/2020	34789	Whisler Communications	1,776.42
12/14/2020	34790	AWorkSAFE Service, Inc.	171.00
12/22/2020	34791	Associated Petroleum Products, Inc.	524.38
12/22/2020	34792	Aramark	309.28
12/22/2020	34793	Bridge Church	90.00
12/22/2020	34794	Belfair Water District #1	86.41
12/22/2020	34795	CDW Government	698.38
12/22/2020	34796	Cascade Natural Gas	2,064.41
12/22/2020	34797	Community Transportation Association NW	550.00
12/22/2020	34798	Cummins Northwest, LLC	121.63
12/22/2020	34799	CCG Systems, Inc. dba FASTER Asset Solutions	10,408.43
12/22/2020	34800	Gillig, LLC	801.15
12/22/2020	34801	District 160	1,647.34
12/22/2020	34802	Mason County Garbage, Inc.	547.28
12/22/2020	34803	Mason County PUD #3	229.90
12/22/2020	34804	Mountain Mist Water	126.44
12/22/2020	34805	Mt. View Locating Services, LLC	212.50
12/22/2020	34806	Northwest Bus Sales, Inc.	54.45
12/22/2020	34807	Office Depot, inc.	452.68
12/22/2020	34808	Olympic Lock & Key	54.40
12/22/2020	34809	SCJ Alliance	12,771.23
12/22/2020	34810	The Shoppers Weekly	535.88
12/22/2020	34811	Staples Business Advantage	384.75
12/22/2020	34812	Tozier Brothers, Inc.	56.90
12/22/2020	34813	ULINE	1,883.08
12/22/2020	34814	Westbay Auto Parts	31.78
12/22/2020	34815	Mason Transit Authority - ACH Account	158,960.49
12/31/2020	34816	Aflac	861.14
12/31/2020	34817	AIG Retirement	200.00
12/31/2020	34818	Stanley Convergent Security Solutions	333.64
12/31/2020	34819	Ecolube Recovery, LLC dba American Petroleum Enviro.	380.38
12/31/2020	34820	Aramark	169.10
12/31/2020	34821	EMC - Mason Transit	108.65
12/31/2020	34822	General Mechanical Inc.	1,184.71
12/31/2020	34823	Northwest Cascade, Inc. DBA Honey Bucket	1,924.27
12/31/2020	34824	LegalShield	141.50
12/31/2020	34825	Les Schwab	43.95

Mason Transit Authority Check Register  
 January 2021 Board Report

Activity From 12/08/2020 Through 01/14/2021

Document Date	Check #	Vendor Name	Amount
12/31/2020	34826	Mason County PUD #3	1,773.46
12/31/2020	34827	Eco Elite and Mathis Pest Management	146.48
12/31/2020	34828	Office Depot, inc.	224.65
12/31/2020	34829	Olympic Lock & Key	8.70
12/31/2020	34830	Pacific Mobile Structures, Inc.	1,076.88
12/31/2020	34831	Ricoh USA, Inc	158.57
12/31/2020	34832	United Way of Mason County	21.00
12/31/2020	34834	Westbay Auto Parts	14.14
12/31/2020	34835	ZEP Manufacturing Company	347.35
1/1/2021	34836	Kirk Private Client Law, LLC	499.00
1/1/2021	34837	Mood Media	118.77
1/1/2021	34838	Staples Business Advantage	264.94
1/1/2021	34839	AWC Employee Benefit Trust	81,720.40
1/6/2021	34840	Mason Transit Authority - ACH Account	153,086.15
1/14/2021	34841	AIG Retirement	200.00
1/14/2021	34842	Allstream	116.78
1/14/2021	34843	Associated Petroleum Products, Inc.	18,415.97
1/14/2021	34844	Aramark	307.82
1/14/2021	34845	ARCH Mechanical, Inc.	759.50
1/14/2021	34846	Mick Baker	411.70
1/14/2021	34847	Catholic Community Services	172.66
1/14/2021	34848	City of Shelton	552.23
1/14/2021	34849	Cascade Natural Gas	2,082.95
1/14/2021	34850	Comcast	199.57
1/14/2021	34851	Cummins Northwest, LLC	95.89
1/14/2021	34852	Gene Currier	574.10
1/14/2021	34853	Department of Enterprise Services	345.00
1/14/2021	34854	EMC - Mason Transit	103.65
1/14/2021	34855	5th Wave Mobile Technologies	141.00
1/14/2021	34856	Gillig, LLC	4,182.59
1/14/2021	34857	Carolyn Gravatt-Bowles	851.00
1/14/2021	34858	Higuchi Family Catering LLC	300.00
1/14/2021	34859	Hood Canal Communications	1,667.35
1/14/2021	34860	District 160	1,918.75
1/14/2021	34861	Kitsap Transit	1,232.70
1/14/2021	34862	Mason County PUD #3	2,970.37
1/14/2021	34863	Mason County Treasurer	260.00
1/14/2021	34864	MasonWebTV.com	1,200.00
1/14/2021	34865	Cheryl Moore	68.43
1/14/2021	34866	Mountain Mist Water	65.34
1/14/2021	34867	ISSQUARED, Inc	3,110.15

Mason Transit Authority Check Register  
 January 2021 Board Report

Activity From 12/08/2020 Through 01/14/2021

Document Date	Check #	Vendor Name	Amount
1/14/2021	34868	Northridge Properties, LLC	2,500.00
1/14/2021	34869	Office Depot, inc.	43.40
1/14/2021	34870	Olympic Lock & Key	4.35
1/14/2021	34871	O'Reilly Auto Parts	3.26
1/14/2021	34872	Pitney Bowes Purchase Power	171.00
1/14/2021	34873	Pacific Power Group, LLC	1,195.17
1/14/2021	34874	Progressive Business Publications	460.80
1/14/2021	34875	Mason County Journal	983.40
1/14/2021	34876	SHL US LLC	360.22
1/14/2021	34877	The Shoppers Weekly	195.30
1/14/2021	34878	Smarsh	8,679.28
1/14/2021	34879	Summit Law Group	391.68
1/14/2021	34880	Tennant Sales and Service Company	244.25
1/14/2021	34881	United Way of Mason County	60.40
1/14/2021	34882	UniteGPS, LLC	2,124.00
1/14/2021	34883	U.S. Bank	9,198.08
1/14/2021	34884	Verizon Wireless	2,106.25
1/14/2021	34885	Voyager Fleet Systems, Inc.	5,698.84
1/14/2021	34886	Westbay Auto Parts	821.69
1/14/2021	34887	Westcare Clinic, Inc.	680.00
1/14/2021	34888	Whisler Communications	1,776.42
1/14/2021	34889	AWorkSAFE Service, Inc.	717.00
1/14/2021	34890	Washington State Transit Insurance Pool	189,856.00
1/14/2021	34891	ZEP Manufacturing Company	5,371.85
Total			<u>\$ 945,865.55</u>

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Consent Agenda – Item 4 – *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 19, 2021

**Background:**

Last month the contract with Lewis-Mason-Thurston Area Agency on Aging (LMTAAA) for transportation services under the Older Americans Act was approved by the Board. On December 30, staff received notification from LMTAAA that the mileage reimbursement amount was being changed from \$0.575 to \$0.56 for 2021 as a result of the General Services Administration reducing the GSA mileage rates on December 22, 2020. No other changes have been made in connection with the originally approved contract.

**Summary: Approve LMTAAA contract for a one-year period.**

**Fiscal Impact:**

Maximum Contract Award: \$38,910 revenue

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board authorize the Chair to execute the Lewis-Mason-Thurston Area Agency on Aging Contract Number 18-1120-0041-06(4) for the provision of volunteer transportation services.



## CONTRACT AMENDMENT

Agreement #: 18-1120-0041-06 (4)  
Contractor: Mason Transit Authority  
Service: Transportation  
Amendment #: 4  
Effective Date: January 1, 2021

### **Amendment Purpose:**

- Amend General Terms and Conditions;
- Amend Statement of Work, Service Levels;
- Amend Special Terms and Conditions-Period of Performance; and
- Amend Budget and Staffing Plan

The Agreement between the Lewis-Mason-Thurston Area Agency on Aging and Mason County Transportation Public Benefit Area dba Mason Transit Authority is amended as follows:

### **GENERAL TERMS AND CONDITIONS—Exhibit A**

**DELETE:** Entire Exhibit, and

**ADD:** GENERAL TERMS AND CONDITIONS, Exhibit A, as attached.

### **STATEMENT OF WORK----Exhibit B**

**DELETE:** 11. Service Levels

**ADD:**

#### **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 2021:  
1,500 trips.
- Proposed number of miles to be provided in 2021:  
65,000 miles.
- Proposed number of unduplicated clients to be served in 2021:  
100 unduplicated clients.

### **SPECIAL TERMS AND CONDITIONS—Exhibit C**

**DELETE:** Section 2. Period of Performance, entire section, and

**ADD:**

**2. Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall **commence on January 1, 2021 and be completed on December 31, 2021** unless terminated sooner according to provisions enumerated in the General Terms and Conditions.

**DELETE:** Section 5. Consideration and Reimbursement B. Basis for Reimbursement and

**ADD:**

B. Basis for Reimbursement

This is a Fee for Service sub-recipient contract. Payment shall be made on the basis of **Fifty-six cents (\$.56) per mile** delivered in accordance with the terms of this Agreement.

**BUDGET—Exhibit D**

**DELETE:** Entire Exhibit, and

**ADD:** BUDGET, Exhibit D, as attached.

**STAFFING PLAN—Exhibit E**

**DELETE:** Entire Exhibit, and

**ADD:** STAFFING PLAN, Exhibit E, as attached.

**All other terms and conditions of the original Agreement shall remain in effect.**

Agreement #: 18-1120-0041-06(4)  
Contractor: MTA  
Service: Transportation  
Effective Date: January 1, 2021

## GENERAL TERMS AND CONDITIONS – EXHIBIT A

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA

DbA

MASON TRANSIT AUTHORITY

(Hereinafter referred to as the "Contractor")

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 a "Business Associate" as defined in 45 CFR 160.103 which means a Business Associate who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
- h. "Business Associate Agreement" means the HIPAA Compliance section of the Agreement and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- i. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- j. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- k. "Client" means an individual who is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- l. "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.
- m. "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.
- n. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- o. "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.
- p. "Disclosure" means the release, transfer provision of, access to, or divulging in any other manner of information outside the entity holding the information.

- q. “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.
- r. “DSHS” or “the Department” means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- s. “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.
- t. “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.
- u. “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).
- v. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- w. “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).
- x. “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.
- y. “Older Americans Act” refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- z. “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.
- aa. “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.
- bb. “Provider One” means Provider One payment system. Provider One is used to provide authorization and payment processing for services delivered to DSHS clients.
  - cc. “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/>.
  - dd. “Real Property” means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
  - ee. “Regulation” means any federal, state, or local regulation, rule, or ordinance.
  - ff. “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.
  - gg. “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.
  - hh. “SSPS” means Social Service Payment System. SSPS is used for payment data history.
  - ii. “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.
  - jj. (1) “Subcontractor” means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are approved by LMTAAA in accordance with this Agreement.  
  
(2) “Subcontractor” as used in the HIPAA Compliance section of the Agreement (in addition to definition kk.(1)) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
  - kk. “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.

- ll. "Supplies" means all tangible personal property other than equipment as defined herein.
- mm. "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.
- nn. "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.
- oo. "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.
- pp. "User" means the Contractor employee who has registered or approved access to a system listed in this Agreement.
- qq. "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 1.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email LMTAAA its acceptance of the amendment prior to final signing of the amendment.
5. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of LMTAAA and the written assumption of the Contractor's obligations by the third party.

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

case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

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

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

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

If the Contractor is dissatisfied with the LMTAAA Council of Governments' decision, the Contractor has the right to appeal through the Department of Social and Health Services, Aging and Long Term Support Administration (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, with the following minimum limits: \$1,000,000 per accident, combined single limit. The Contractor’s carrier shall provide DSHS and LMTAAA with a waiver of subrogation or name DSHS and LMTAAA as an additional insured.

Exclusions or Waivers to Insurance Requirements- The following types of contractors are excluded from any insurance requirements: State colleges and universities (except the University of Washington), consultants, trainers, facilitators, speakers, Indian Tribes and Individual Providers.

The additional insured requirement is waived for providers who are insured through insurance pools.

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/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for the fiscal year. Upon completion of each audit, the Contractor shall:

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

date of resumption. For purposes of this sub-subsection, "written notice" may include email.

(3) If the Contractor's proposed resumption date is not acceptable to LMTAAA and an acceptable date cannot be negotiated, LMTAAA may terminate the contract by giving written notice to the Contractor. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

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

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

**49. Termination for Default.**

a. LMTAAA may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if LMTAAA has a reasonable basis to believe that the Contractor has:

1) Failed to meet or maintain any requirement for contracting with LMTAAA;

(2) Failed to perform, or perform adequately, under any provision of this Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement.

b. Before LMTAAA may terminate this Agreement for default, LMTAAA shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, LMTAAA may then terminate the Agreement. LMTAAA may terminate the Agreement for default without such written notice and without opportunity for correction if LMTAAA has a reasonable basis to believe that a client's health or safety is in jeopardy.

c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to LMTAAA, if the Contractor has a reasonable basis to believe that LMTAAA has:

- (1) Failed to meet or maintain any requirement for contracting with the Contractor;
  - (2) Failed to perform under any provision of this Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
  - (4) Otherwise breached any provision or condition of this Agreement.
- d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide LMTAAA with written notice of LMTAAA's noncompliance with the Agreement and provide LMTAAA a reasonable opportunity to correct LMTAAA's noncompliance. If LMTAAA does not correct LMTAAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
50. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- a. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination, and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
  - b. The Contractor shall promptly deliver to LMTAAA, all LMTAAA assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return LMTAAA property within ten (10) working days of the Agreement termination, the contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of LMTAAA that is in the possession of the Contractor pending return to LMTAAA.
  - c. LMTAAA shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. LMTAAA may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by LMTAAA.
  - d. If LMTAAA terminates this Agreement for default, LMTAAA may withhold a sum from the final payment to the Contractor that LMTAAA determines necessary to protect LMTAAA against loss or additional liability. LMTAAA shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.
51. **Treatment of Client Property.** Unless otherwise provided in the applicable Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's

personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricted clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

- 52. Waiver.** Waiver of any breach of default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the section entitled "Amendment". Only LMTAAA has the authority to waive any term or condition of this Agreement on behalf of LMTAAA.

# GENERAL TERMS AND CONDITIONS

## APPENDIX 1

### Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
  - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
  - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS/LMTAAA Confidential Information, and who has or have been authorized to do so.
  - c. "Business Associate Agreement" means an agreement between LMTAAA and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
  - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
  - e. "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. CARE has a desktop version called CARE Production and CARE Practice. Practice versions are to be used for training and test case purposes.
  - f. "CARE Reporting SQL database" is a Transact Structure Query Language (T-SQL or SQL) database used by staff with active directory accounts to

write SQL queries to obtain data used to support operations, management or ad-hoc data needs.

- g. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- h. "Client" means an individual who is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- i. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- j. "CLC" means Community Living Connections, Washington State's name for its No-Wrong-Door access network of Area Agencies on Aging and their state, regional and local partners.
- k. "CLC-GetCare" means a version of RTZ's GetCare product modified to support Washington State's Community Living Connections. It is used for managing programs funded by the Older Americans Act, CMS, state general fund, local resources, and federal grants, including Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA). It supports reporting for the National Aging Program Information System and Medicare Improvements for Providers Act. It also supports the CLC public website with a consumer portal and a resource directory.
- l. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- m. "FedRAMP" means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://www.fedramp.gov)), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- n. "GetCare" is a secure cloud-based platform for client and program management. It is a product of RTZ Systems.
- o. "Hardened Password" means a string of at least eight characters

containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

- p. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- q. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- r. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- s. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- t. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- u. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

- v. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

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

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

The Contractor shall follow the access request procedures and follow the required security measures specific to each individual system (as provided by ALTSA/HCS/LMTAAA). 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.

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.

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

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

- e. 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.
- f. 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.
- g. 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).
- h. 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.
- i. Access to systems may be continuously tracked and monitored. LMTAAA and DSHS reserve the right at any time to conduct audits of systems access and use, and to investigate possible violations of this Agreement and/or violations of federal and state laws and regulations governing access to protected health information.

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

a. Confidentiality of Client Data

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

b. Use of Client Data

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

c. Disclosure of Information

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

**5. Security of Data.**

- a. The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The Contractor shall take due care to ensure the Contractor and its subcontractors protect said data from unauthorized physical and electronic access. The Contractor is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information form* will be able to access the data that Washington State shares with LMTAAA and the Contractor under this Agreement.
- b. The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to LMTAAA. LMTAAA shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by DSHS/LMTAAA will remain the property of DSHS/LMTAAA and will be promptly destroyed when the Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.

c. The Contractor shall protect information according to state and federal laws including the following incorporated by reference:

- (1) Privacy Act 1974 5 USC subsection 552a;
- (2) Chapter 40.14 RCW Preservation and Destruction of Public Records;
- (3) Chapter 74.04 RCW General Provisions – Administration;
- (4) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
- (5) 45 CFR 205.50 provides for safeguarding information for the financial assistance programs and identifies limitations to disclosure of said information; and
- (6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.
- (7) Breach Notification.** In addition to General Terms and Conditions, Section 39, Breach Notification, if a potential loss of confidential information or breach occurs from ESA Information Systems, the ALTSA Privacy Officer will notify the ESA Privacy Officer within one (1) business day of discovery.

d. 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.

**6. Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here:

<https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

7. **Administrative Controls.** The Contractor must have the following controls in place:
  - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
  - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
  - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
  
8. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
  - a. Have documented policies and procedures governing access to systems with the shared Data.
  - b. Restrict access through administrative, physical, and technical controls to authorized staff.
  - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
  - d. Ensure that only authorized users are capable of accessing the Data.
  - e. Ensure that an employee's access to the Data is removed immediately:
    - (1) Upon suspected compromise of the user credentials.
    - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
    - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
  - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS/LMTAAA Confidential Information.

- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
  - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
  - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
  - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
  - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
  
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
  - (1) Ensuring mitigations applied to the system don't allow end-user modification.
  - (2) Not allowing the use of dial-up connections.
  - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
  - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
  - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
  - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
  
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
  - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
  - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
  - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
  - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

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

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

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by LMTAAA on optical discs which will be used in local

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

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by LMTAAA on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
  
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify the LMTAAA Contracts Manager immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
  
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS/LMTAAA Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data.
  
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
  
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this

feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

- i. Keeping them in a Secure Area when not in use,
- ii. Using check-in/check-out procedures when they are shared, and
- iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

**h. Data stored for backup purposes.**

(1) DSHS/LMTAAA Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS/LMTAAA Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS/LMTAAA Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

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

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

- (c) The Data will remain Encrypted during transmission to the Cloud.
  - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
  - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS/LMTAAA.
  - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
  - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
  - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes Protected Health Information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

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

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within three months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS/LMTAAA Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

**11. Data Segregation.**

- a. DSHS/LMTAAA Data must be segregated or otherwise distinguishable from non-DSHS/LMTAAA data. This is to ensure that when no longer needed by the Contractor, all DSHS/LMTAAA Data can be identified for

return or destruction. It also aids in determining whether DSHS/LMTAAA Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

- (1) DSHS/LMTAAA Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/LMTAAA Data; and/or
  - (2) DSHS/LMTAAA Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/LMTAAA Data; and/or
  - (3) DSHS/LMTAAA Data will be stored in a database which will contain no non- DSHS/LMTAAA data; and/or
  - (4) DSHS/LMTAAA Data will be stored within a database and will be distinguishable from non- DSHS/LMTAAA data by the value of a specific field or fields within database records.
  - (5) When stored as physical paper documents, DSHS/LMTAAA Data will be physically segregated from non- DSHS/LMTAAA data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS/LMTAAA Data from non- DSHS/LMTAAA data, then both the DSHS/LMTAAA Data and the non- DSHS/LMTAAA data with which it is commingled must be protected as described in this Exhibit.

**12. Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to LMTAAA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 13. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS/LMTAAA shared Data must be reported to the LMTAAA Contact Person designated in the Agreement within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS/LMTAAA.
- 14. Data shared with Subcontractors.** If DSHS/LMTAAA Data provided under this Agreement is to be shared with a subcontractor, the Agreement with the subcontractor must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the Contractor cannot protect the Data as articulated within this Agreement, then the contract with the Subcontractor must be submitted to the LMTAAA Contact Person specified for this Agreement for review and approval.

Agreement#: 18-1120-0041-06(4)  
Contractor: MTA  
Service: Transportation  
Effective Date: January 1, 2021

## 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. Reporting Requirements

The Contractor shall complete a Participant Information Form (PIF) in its entirety (annually for every participant) and submit PIF's for all new clients to Contracts Manager monthly.

10. Referral to Information and Assistance/Case Management

The Contractor shall, subject to client consent, refer all clients who appear to meet the Vulnerability criteria, to the I&A component of the I&A/CM Program for screening to determine the need for case management.

11. 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.

12. 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 2021:  
1,550 trips.
- Proposed number of miles to be provided in 2021:  
65,000 miles.
- Proposed number of unduplicated clients to be served in 2021:  
100 unduplicated clients.

Service	Transportation
Funding Source	OAA III B/SCSA

**Budget**  
2021 RFP Attachment H

Total Budget	\$80,088
Units of Service	69,500
Unit Rate (if applicable)	\$1.15

Contract unit rate: \$0.560

Total	\$114,097
less in-kind	\$32,725
less non-qualified trips	\$1,284
<b>Contract budget</b>	<b>\$80,088</b>

A Description	B Total All F+G	C OAA/SCSA funds	D Project Income	E Other Cash	F Subtotal C+D+E	G In-Kind
<b>TOTALS</b>	<b>\$114,097</b>	<b>\$38,910</b>	<b>\$1,000</b>	<b>\$33,459</b>	<b>\$73,369</b>	<b>\$40,728</b>
<b>Salaries</b>	<b>\$54,429</b>		<b>\$1,000</b>	<b>\$13,728</b>	<b>\$14,728</b>	
<i>see staffing plan</i>	\$14,728		\$1,000	\$13,728	\$14,728	
<i>Volunteer Hours est @2,900</i>	\$39,701					\$39,701
<b>Benefits</b>	<b>\$10,142</b>			<b>\$10,142</b>	<b>\$10,142</b>	
<i>FICA</i>	\$1,127			\$1,127	\$1,127	
<i>Unemployment</i>	\$0				\$0	
<i>L&amp;I</i>	\$143			\$143	\$143	
<i>Retirement</i>	\$2,147			\$2,147	\$2,147	
<i>Medical</i>	\$6,725			\$6,725	\$6,725	
<i>Dental</i>	\$0					
<i>Other (vision)</i>	\$0					
<b>Office Supplies</b>	<b>\$200</b>					
<i>Office supplies, copying</i>				\$200	\$200	
<b>Operating Supplies</b>	<b>\$20</b>					
<i>mail, gas</i>				\$20	\$20	
<b>Professional Services</b>	<b>\$0</b>				<b>\$0</b>	
<b>Communications</b>	<b>\$0</b>					
<i>phone, internet</i>						
<b>Staff Travel</b>	<b>\$0</b>					
<b>Other Travel</b>	<b>\$39,587</b>	<b>\$38,560</b>		<b>\$0</b>	<b>\$38,560</b>	<b>\$1,027</b>
<i>Other Travel- Additionally Awarded Funds</i>		\$0			\$0	
<b>Advertising</b>	<b>\$850</b>	<b>\$350</b>		<b>\$500</b>	<b>\$850</b>	
<i>advertising printing, advertising</i>						
<b>Operating Rentals</b>	<b>\$0</b>					
<i>(name type of rental)</i>						
<b>Insurance</b>	<b>\$7,900</b>			<b>\$7,900</b>	<b>\$7,900</b>	
<b>Public Utilities</b>	<b>\$0</b>					
<b>Repairs/Maintenance</b>	<b>\$0</b>					
<b>Miscellaneous Expense</b>	<b>\$320</b>					
<i>Volunteer Recognition, Postage</i>				\$320	\$320	
<b>Education/Training</b>	<b>\$150</b>			<b>\$150</b>	<b>\$150</b>	
<b>Contract Services</b>	<b>\$500</b>					
<i>Background &amp; DMV checks</i>				\$500	\$500	
<b>Equipment Expense</b>	<b>\$0</b>					
<i>(name type of expense)</i>						

# Staffing Plan

hr/wk	hr/yr	FTE	Position		AAA Contract / OAA/SCSA
0	week mo		Dispatch/Scheduler	S	0
				%	0%
				fte	0.00
40	23.97		Accounting Assistant II	S	7,479
6	week mo			%	15%
26.00				fte	0.15
40	21.50		MTA Driver	S	6,797
7.6	week mo			%	19%
				fte	0.1900
40	43.41		Administrative Services Manager	S	451
0.2	week mo			%	0.50%
				fte	0.0050

**Total Salaries**

**\$14,728**

**Total FTE**

**0.35**

Retirement

Medical/Dental/Vision/L

FICA

L & I

## 2021 Budget

<i>Other</i>	<i>(name source)</i>	<i>(name source)</i>	<i>(name source)</i>	<b>Total F - J</b>
0				-
0%				0%
0.00	0.00	0.00	0.00	0.00
44,872				49,857.60
90%				105%
0.90	0.00	0.00	0.00	1.05
35,508				35,776.00
99.25%				118%
0.9925	0.00	0.00	0.00	1.18
89,616				90,292.80
99.25%				100%
0.9925	0.00	0.00	0.00	1.00

<b>\$169,995</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$175,926</b>
2.89	0.00	0.00	0.00	3.23

<b>Total</b>	<b>LMTAAA Portion</b>
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-	- Dispatch/Scheduler
6,574	986 Acctg Assistant II
5,800	1,102 MTA Driver
11,711	59 Administrative Services Manager
21,799	2,147

.ife	- Dispatch/Scheduler
19,497	2,925 Acctg Assistant II
19,497	3,704 MTA Driver
19,269	96 Administrative Services Manager
58,263	6,725

-	- Dispatch/Scheduler
3,814	572 Acctg Assistant II
2,737	520 MTA Driver
6,907	35 Administrative Services Manager
13,458	1,127

- Dispatch/Scheduler

412	62	Acctg Assistant II
3,113	591	MTA Driver
412	2	Administrative Services Manager
<hr/> 4,806	<hr/> 143	

**CONTRACT SIGNATURE AUTHORIZATION**

**Lewis-Mason-Thurston Area Agency on Aging**

CONTRACTOR: Mason Transit Authority

SERVICE: Transportation Services - Volunteer Driver Program

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. Board Chair  
\_\_\_\_\_  
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)

Board Chair  
\_\_\_\_\_  
Title Date



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Unfinished Business – Item 1 – *Actionable*  
**Subject:** Approval of Revised Strategic Plan  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

**Background:**

Last month the updated Strategic Plan was presented to the Board with proposed changes. There were no additional changes to the Strategic Plan since the December Board meeting. The board member information was updated and if approved, Cyndy Brehmeyer from Mary M. Knight School District will be added to the board member list.

Attached is the updated plan for 2021 that includes the workplan.

**Summary: Approve Strategic Plan with Work Plan for 2021.**

**Fiscal Impact:**

None at this time.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board adopt Resolution No. 2021-01 to approve the Strategic Plan.

# ***STRATEGIC PLAN***



**MASON  
TRANSIT  
AUTHORITY**

Draft Presentation: December 15, 2020

[Second Presentation: January 19, 2021](#)

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# INTRODUCTION

We are excited to present the first edition of Mason Transit Authority's Strategic Plan. The desire and goal is that this plan would guide MTA's decisions, set direction and be a growing document that is actively used along with our Mission, Vision, and Guiding Principles to ensure long-range stability of the Authority as well as provide quality service to our customers and community.

The Strategic Plan was prepared with the assistance of two citizens and the MTA Leadership Team. Goals were established based on our Mission Statement to *provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County*. Each team contributed to the foundation of the goals and objectives as well as the work plan by year. In the coming years, work plans will be reviewed for feasibility and set according to available resources. We anticipate that our Strategic Plan will grow and change as needed to reflect the changes in Mason County, the needs of riders and the capacity of MTA.

The Leadership Team will update the plan every year during the budget preparation process to align the strategic goals and objectives for the year as well as relevancy. In addition, with the yearly review, a report to the Authority Board will be given to track and report on Agency progress and performance. It is planned that future updates will also include input from a variety of sources and partnerships within Mason County through community forums, public meetings and surveys.

We look forward to adopting policies, budgets, projects and programs that will successfully deliver MTA's Strategic Plan. For the Leadership Team it means placing transit first so by improving our service to meet riders' needs within the capacity of funding and available resources. It also means developing partnerships within the community as well as other transit agencies to share information and resources for better efficiency and effectiveness.

This document will guide decisions regarding how we move forward. When faced with challenges or competing interests, we will use the Strategic Plan to look beyond the isolated situation and focus on the impact to MTA as a whole and the quality of service provided to the riders and the community. We anticipate there will be challenges to right-size MTA's capacity so long-range sustainability with a level of service that best serves Mason County will be ensured.

We know we cannot realize a successful Strategic Plan alone. It will take partnerships, both external and internal to reach the vision of excellent transportation services and choices throughout Mason County and beyond.

Danette Brannin  
General Manager

## LEADERSHIP

### Mason Transit Authority Board (2021):

~~Sharon Trask, Vice Chair, Mason County Commissioner~~

~~Sandy Tarzwell, Vice Chair, Shelton School District~~

Wes Martin, ~~Chair~~, Grapeview School District

~~Sharon Trask, Vice Chair, Mason County Commissioner~~

Randy Neatherlin, Mason County Commissioner

John Campbell, North Mason School District

Kevin Dorcy, City of Shelton Council Member

Matt Jewett, Soundside School District

Kevin Shutty, Mason County Commissioner

~~Sandy Tarzwell, Shelton School District~~

~~Vacant — One position (at time of publication) representing District 2 of Mason County.~~

~~Cyndy Brehmeyer, Mary M. Knight School District (pending approval)~~

### Non-voting Authority Board:

Greg Heidel, Bargaining Unit Business Representative, IAM and AW District 160

John Piety, Citizen Advisor to the Board

### Mason Transit Authority Executive Management Team:

Danette Brannin, General Manager

Tracy Becht, Executive Assistant/Clerk of the Board/Public Records Officer

LeeAnn McNulty, Administrative Services Manager

Mike Ringgenberg, Operations Manager

Marshall Krier, Vehicle and Facilities Manager

## WHO WE ARE

Mason County Public Transportation Benefit Area, doing business as Mason Transit Authority (MTA), is a Public Transportation Benefit Area (PTBA) Authority, authorized in Chapter 36.57A RCW, located in Mason County, Washington. The service was approved by Mason County voters in November 1991, and MTA began providing public transportation in December 1992. The service area is all of Mason County, if road access is available, with connections to adjacent counties.

The proposition imposing a sales and use tax of two-tenths of one percent (0.2%) to fund public transportation was also passed in November 1991. These actions created the first extensive bus service ever in the county to be operated by either a public or a private provider, and it would be provided as a prepaid fare (fares paid through sales & use taxes) service. After the elimination of Motor Vehicle Excise Tax funds in 1999, voters approved a sales & use tax increase of four-tenths of one percent (.4%). This officially raised the taxing base to six-tenths of one percent (.6%) effective January 1, 2002. Mason Transit Authority then began to charge a fare for routes going out-of-county. The taxing structure remains the same today. Additional funding comes from federal and state grants, rental income and sales of maintenance services.

The Authority began with five wheelchair accessible body-on-chassis type buses that provided service on a general public Dial-a-Ride system. In May 1993, MTA decided to move ahead to a mix of routed and Dial-A-Ride services. Today, this mix of services is still in effect with other services added such as Worker/Driver Commuter Program, Vanpool and Volunteer Driver Program.

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## WHAT WE DO

MTA provides transportation services consisting of Fixed Route (local and regional deviated fixed routes, Worker/Driver commuter service to Puget Sound Naval Shipyard (PSNS) Demand Response, Vanpools and volunteers using private cars.

~~Prior to the COVID-19 pandemic, H~~hours of operation of the transportation service are ~~5:00~~4:10 a.m. to ~~8:55~~8:30 p.m., Monday through Friday, and 6:00 a.m. to 8:~~45~~30 p.m. on Saturday. ~~MTA operated twelve ten (12)~~ten (10) Fixed Routes on weekdays and ~~eight (8)~~eight (8) routes on Saturdays that allow minimal deviated service to persons traveling off designated routes. Current hours of operation at the end of 2020 are 4:10 a.m. XXXXX to 8:00 p.m. XXXXX Monday through Friday, and 6:30 a.m. XXXXX to 5:45 p.m. XXXXX on Saturday. MTA now operates ten (10) eight (8) XXXXX Fixed Routes on weekdays and ~~eight (8)~~four (4)~~XXXXX~~ routes on Saturdays that allow minimal deviated service to persons traveling off designated routes. For a time, Saturday service was suspended. There is no service on Sunday, and either no service or reduced service on observed holidays. ~~MTA operates ten (10) Fixed Routes on weekdays and eight (8) routes on Saturdays that allow minimal deviated service to persons traveling off designated routes.~~ Dial-A-Ride service operates in rural areas where there is no fixed route service or where deviations are not possible as well as in populated areas of Mason County for people who have difficulty using the routed service. All Dial-A-Ride service is open to the general public. Riders using Dial-A-Ride can make a trip request up from two (2) hours before to two (2) weeks prior to the preferred pick-up time. All vehicles in MTA scheduled service are equipped with bike racks and are accessible to persons with disabilities.

Facilities include ~~the~~ Johns Prairie main~~tenance~~tenance base, the downtown Shelton Transit-Community Center and rented satellite mobile office in Belfair. The Administration Office will be moving to the Transit-Community Center early 2021. The majority of operations has moved to the T-CC to be closer to staff and customers. MTA supports a network of park and ride facilities that are located throughout the County by managing and providing routine maintenance for locations owned by Washington State Department of Transportation ("WSDOT"), the County or others.

## CORE VALUES

We will strive to provide the best possible transportation experience for our users and improve mobility throughout Mason County, reaching to connect around the region, aiming to enhance the quality of life through opportunities in Mason County.

Our core values or competencies for our team include:

*Inspirational Leadership* – Takes initiative; acts decisively; creates an environment that motivates and challenges others; adapts to a variety of situations; develops fresh ideas that provide solutions to all types of workplace challenges; shares information, plans, develops, and implements our vision; promotes MTA's mission and values and models ways to achieve them.

*Informed Decision Making* – Researches data to grasp issues, draw conclusions, and solve problems resulting in sound solutions that, when judged over time, are aligned with MTA's vision and mission; commits to action, even in uncertain situations, to accomplish organizational goals; identifies, assesses and manages risk while striving to attain objectives.

*Transparency & Accountability* – Builds trust and respect through consistently honest and professional interactions; uses public funds and resources appropriately; approaches each situation with a clear perception of organizational and political realities; recognizes the impact of alternative courses of action; assures that effective controls are developed and maintained to ensure the integrity of the organization and its mission; seeks and builds strategic alliances and collaborative arrangements through partnerships to advance the mission of the organization; actively communicates decisions with stakeholders.

*Respectful Relationships* – Helps create a work environment that embraces and appreciates diversity; treats others fairly without regard to race, sex, color, religion, or sexual orientation; recognizes differences as opportunities to learn and grow by working together; establishes and maintains constructive relationships; works to preserve the self-confidence and self-esteem of others; focuses on the situation, issue or behavior, not the person; takes initiative to make things better; models appropriate behaviors for others.

*Personal Responsibility* – Demonstrates integrity, honesty and ethical behavior; personally acknowledges and accepts responsibility for meeting expectations and correcting mistakes; exhibits self-control and responds to feedback non-defensively; executes principles of workplace safety; complies with all safety policies and procedures; takes responsibility for efficient, effective use of time, equipment, and resources.

*Outstanding Customer Service* – Provides accurate and timely information; understands and is responsive to our customers' objectives and needs; is accessible, provides timely and responsive replies to customer requests, emails, phone messages and mail; handles customer inquiries and complaints in a prompt, courteous and professional manner while adhering to rules and regulations; anticipates, assesses, responds to changing customer needs; consistently provides products and services that meet or exceed the expectations of the customers.

## STRATEGIC PLAN FRAMEWORK

MTA will attempt to integrate the Strategic Plan into all planning documents as a way to create consistency throughout all areas.

The framework for this Strategic Plan focuses on goals and objectives that will assist in achieving the vision and mission of the Agency and contribute to long-range planning and sustainability. The elements of this Strategic Plan are defined as follows:

- Mission: What we do
- Vision: What we want to be
- Guiding Principles: Guides the Agency's daily actions
- Team Culture: Drives our guiding principles through leadership, teamwork and excellence
- Goals: Goals set for the Agency that support the mission and vision
- Objectives: Specific ways the Agency can accomplish the goals

## VISION, MISSION, GUIDING PRINCIPLES and TEAM CULTURE

**MISSION:** We provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County.

**VISION:** Driving Our Community Forward

**OUR GUIDING PRINCIPLES:** We believe that public transportation and personal mobility are essential to the economic vitality, environmental stability and quality of life in Mason County. Our core values guide our actions each day.

- **Service Excellence:** We go beyond the expectations of our customers and provide inspirational leadership to deliver safe, comfortable and reliable service; we see today's best service as our motivation to make tomorrow's even better.
- **Safety:** We provide and enforce a safe and secure environment for our customers, community and teammates through awareness, consistent training, and allocation of resources.
- **Professionalism:** We conduct our work transactions with integrity, fiscal responsibility in the allocation of resources, and transparency. We engage the community in our decision making by sharing information and encouraging public involvement.

- **Teamwork:** We achieve our greatest success as a team. We embrace diversity, support and treat each other with respect, and use meaningful communication.
- **Partnerships:** We explore and build collaborative alliances with partners and community members to promote and advance our mission.
- **Innovation:** We constantly explore ways to improve. We celebrate inspiration, creativity, initiative and courage in all things to promote an exceptional customer service experience.

**TEAM CULTURE:** Our Team Culture drives our Vision, Mission and Guiding Principles through Leadership, Teamwork and Excellence. It is our belief culture is needed to provide guidelines on how people work together towards a common goal and how people treat each other. Team Culture is important in supporting each team member to feel they are part of something bigger than themselves and to feel engaged and satisfied with the work they do.

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## LONG-RANGE STRATEGIC VISION, GOALS AND OBJECTIVES

MTA's long-range strategic vision is to provide safe and accessible transit services to the community that will enhance the quality of life in Mason County. We see MTA as a partner in the community providing transportation to essential services, jobs and social activities. Our commitment is to not only provide safe and accessible services but to provide services that are usable and meet the needs

of customers. We know we must change as the community changes and we dedicate ourselves to that effort by understanding what our customers need and want then adjust where feasible. In addition, our strategic vision includes financial stewardship so we can continue the level of service our community has grown accustomed. This requires MTA to operate efficiently and effectively by using our resources responsibly.

### Strategic Goals:

*Safe and Secure*  
*Effective Transportation Services*  
*Financial Stewardship*  
*Community Partnerships*  
*Workplace culture of excellence*

### Safe and Secure

#### *Objectives:*

- Emphasize safety of our riders, citizens and employees in all aspects of our operations.
- Ensure training for a safe and secure experience for all and to eliminate preventable accidents.
- Provide technology and resources to support secure movement of buses.
- Proactive approach to safety throughout the agency to increase and improve security throughout the service area.
- Enforce transit rules and establish consistency of service to riders in a safe, accessible manner.

#### 2020<sup>1</sup> Work Plan:

- Quarterly Driver training and refresher training as required.
- ~~Complete CAD/AVL/GPS installation.~~
- Change from flag stops to fixed stops in urban area of Shelton.
- Curbs or bollards in parking area next to building at Johns Prairie.
- ~~Purchase rain jackets for employee safety.~~
- ~~Have a manager or supervisor on duty during service hours by moving Ops office to the T-CC.~~
- ~~Ensure L & I safety compliance through training.~~
- Review WSTIP Best Practices for safety.
- L&I Inspection of T-CC and Johns Prairie facilities.
- Update Safety Manual and include an emergency safety plan.
- Adjust for any mandates to COVID-19.
- ~~Define Safety Committee's purpose and direction.~~
- Roof replacement for the Radich Building

## Effective Transportation Services

### *Objectives:*

- Creating a positive transportation experience within all modes of MTA services that is reliable, accessible, equitable, safe, secure and comfortable for all users.
- Establish a culture of customer service and deliver services that are responsive to community needs.
- Strive to look for ways to improve service through a variety of tools including outreach, community meetings, service review and passenger amenities.
- Seek new opportunities to enhance the riders' experience through better route planning and additional services when feasible.

### 2020-2021 Work Plan

- Review Dial-a-Ride services and hours to ensure efficiency and availability of resources.
- ~~Expand Zipper route time to 8:00am – 5:00pm.~~
- Seek pilot new route opportunities.
- ~~Continue review of the Comprehensive Service Review suggestions to improve services.~~
- Conduct outreach for all service changes and new park & ride openings.
- Improve passenger amenities by providing apps and on-line scheduling.
- ~~Plan for 2021 service~~
- Benchmark route performance and discontinue or adjust low performing routes.
- Explore on-demand service in Shelton and Belfair.
- Waysign at T-CC for displaying estimated time of arrivals for fixed route.
- Internal assistance with Volunteer Driver Program transportation.
- Plan for restoring to full service (Pre-COVID) and adjust where needed to improve service.

## Financial Stewardship

### *Objectives:*

- Operate an efficient, cost-effective system.
- Maintain internal controls and compliance over public resources.
- Provide current, accurate and transparent financial data.
- Strive for a 5-year sustainability plan.
- Plan for future operational and capital needs through maintaining financial reserves.
- Proficiency in regulatory requirements through continuing education.
- Manage key financial indicators.

### 2020-2021 Work Plan:

- ~~Procurement training for Public Works projects, prevailing wage requirements and Federal Transit Administration compliance.~~

### Prepare for I-976 impacts:

- Identify needed financial policies or manual to outline financial objectives.

### Ensure compliance of 2019-2021 grant contracts:

- Review 5-year sustainability plan and adjust as needed.

~~Complete the competitive purchases analysis for FTA compliance.~~

~~Review and renew leases for T-CC and Johns Prairie tenants.~~

- Continued work in records management.
- Plan for GASB changes on leases and other regulations.
- Plan financially for future service changes or increases.
- Review moving to cloud-based accounting software.
- Hire an Accounting Coordinator with high level accounting skills.

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## Community Partnerships and Responsibility

### *Objectives:*

- Cultivate partnerships throughout the community.
- Participate in outside committees, regional planning organizations and boards.
- Participate in mentorship programs at local schools and colleges.
- Exemplify exceptional customer service that goes above and beyond.
- Provide transportation choices and support travel that uses less energy, produces fewer pollutants and reduces greenhouse gases in the region.
- Support efforts to mitigate traffic congestion throughout the region.
- Cooperative relationships with T-CC tenants and events.

### ~~2020-2021~~ Work Plan:

- Conduct Community Conversations to solicit input regarding MTA services.
- Participate in community events ~~such as Business Expo, job fairs, Allyn Days and Oysterfest as available.~~
- Promote ~~City and County~~ partnerships with city, county and other entities by serving on committees, boards, supporting on projects, and communication and support.
- Continue Park & Ride project (through 2023)
- 
- ~~Promote Volunteer Driver Program for additional drivers and riders.~~

~~Continue Park & Ride project.~~

~~Brand vehicles with MTA logo and promotion of services.~~

- Continue progress toward inclusion of electric vehicles. Work with PR firm to promote MTA services to the community.
- Continue delivery assistance for Meals on Wheels and Commodity Boxes for senior centers.
- Transporting clients in cooperation with hospital and health department.

## Workplace Culture

### Objectives:

- Provide an atmosphere where employees are valued and respected.
- Develop and empower employees.
- Support the philosophy of team culture.
- Promote healthy dialogue on important issues.
- Encourage an active and engaged environment including Board of Directors.
- Be an employer of choice in Mason County.
- Focus recruitments in accordance with EEO Plan goals.
- Remodel T-CC Customer Service Office for space improvement. (Grant dependence)

### 2020-2021 Work Plan:

- ~~Improve communications through established methods and monitor outcome through a survey. Launch Communication Flow Plan.~~
- ~~Incorporate strategies for work/life balance in MTA's wellness program and encourage participation.~~
- ~~Promote skills and job knowledge through webinars, conferences and training.~~
- ~~Bargain contracts for the Driver and Comm Center Collective Bargaining Units.~~
- Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.
- Strive to meet goals and objectives of EEO Program to broaden employment opportunities for all protected classes.
- Coordinate events with Employee Morale Committee.
- Create committee for Belfair office furnishings.
- Remodel T-CC Customer Service Office for space improvement. (Grant dependent)
- Encourage Castlight challenges.
- Create Uniform Committee to select new uniform items.
- Continue reviewing policies.
- ~~Enhance meaningful employee recognition~~
- ~~Provide more Belfair interaction and oversight.~~
- ~~Prepare a policy review schedule.~~

## WORK PLAN

An annual Work Plan that serves as a "to-do" list of what the agency expects to accomplish for the year will be included in the Strategic Plan. Work Plan items will tie to an objective to ensure we are moving in a direction that supports our objectives and desired outcomes. Staff will monitor progress throughout the year and report to the Board on a quarterly basis the progress of each Work Plan item.

## KEY ISSUES AND OPPORTUNITIES

The Agency will look for key issues and opportunities that may impact the goals of the Agency. Issues may be such things as funding, demographic changes, ridership decline or employee shortage. In looking at current issues impacting the Agency, Leadership will look for ways to minimize the

impact and strategize ways to meet the strategic goals and objectives. Opportunities will often be present when issues arise. Leadership will look for new opportunities to improve services and enhance the community along with striving to meet each objective in the Strategic Plan.

## **MONITORING, EVALUATION AND PLANNING**

The Agency will set key performance indicators to measure how well the agency is performing with respect to the Strategic Plan goals and objectives. These indicators such as safety, ridership, financial stewardship will be measured and evaluated on a regular basis to ensure the Agency is moving in the direction expected.

The Strategic Plan will be reviewed quarterly by the Executive Team to assess progress on the year's work plan. A quarterly report will be given to the Board following the review and revisions, if necessary, will be discussed. On an annual basis, a summation of what was accomplished during the prior year will be presented.

As part of the annual budget process, the Leadership Team will set the next year's goals and bring the work plan to the Board for input and suggestions when the draft budget is presented. The work plan will also be part of the public meetings on the budget.

Discussion of the Transportation Development Plan (TDP) will be part of the process of updating the annual work plan; the TDP will then be reviewed and updated when it is due. In all planning documents MTA prepares, the Strategic Plan will be incorporated where applicable.

## **MOVING FORWARD**

We are excited to move forward with implementing this Strategic Plan in the hope that transportation options will continue to grow and be a viable choice throughout Mason County. Staff will use the Strategic Plan as a moving document to assist with bringing multimodal travel into the future to improve the quality of life for the citizens and to connect our community with surrounding communities whether it is for work or pleasure.

**RESOLUTION NO. 2021-01**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING THE REVISED STRATEGIC PLAN.**

**WHEREAS**, the Mason Transit Authority Board desires to have the strategic plan updated from time to time so that it would specify current goals and objectives of Mason Transit Authority as well as continue to provide the framework for the evaluation of future work plans and goals to be designed with measurable outcome; and

**WHEREAS**, the Board received an updated draft Strategic Plan from staff on which to make comments and suggestions;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the attached Strategic Plan dated January 19, 2021 is hereby approved.

Adopted this 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
[Vacant], Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 1 – *Actionable*  
**Subject:** Appointment of Citizen Adviser to MTA Authority Board  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

**Background:**

As stated in the MTA bylaws, the term of the citizen adviser to the Board shall be January-December of each year, unless extended by motion of the MTA Board.

MTA has advertised for this position on its website, MTA's social media platforms (Twitter and Facebook) and in the Journal. During the advertising campaign, MTA received one application that was submitted by MTA's current citizen adviser to the Board, John Piety. The application is attached for consideration by the Board.

**Summary: Appoint the Citizen Adviser for 2021.**

**Fiscal Impact:**

0

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board appoint citizen John Piety to serve as the non-voting citizen adviser to the Board with the term being January-December, 2021.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Actionable*  
**Subject:** Establish 2021 Authority Board Committees  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

**Background:**

During 2020, two Board members that served on committees are no longer on the MTA Authority Board. Section 8.1 of the MTA bylaws provides that each committee shall be composed of not more than three Authority Board members; one member representing the City of Shelton, one member representing Mason County and one member representing a District. Committee Chairs and Committee members may be designated by the Authority Chair, subject to confirmation by the Authority Board. The terms of the standing committees will coincide with the terms of the Authority Board officers.

Based on the responses received by the Board members, we recommend the following Board members be assigned to the following Authority Board Committees:

**Finance:** Sharon Trask, Matt Jewett  
**Human Resources:** Wes Martin, Matt Jewett  
**Policy:** John Campbell, Cyndy Brehmeyer, Randy Neatherlin  
**Operations and Maintenance:** Kevin Dorcy, Kevin Shutty, Sandy Tarzwell

**Summary:** Establish new Authority Board Committee members.

**Fiscal Impact:**

None.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve the Board members to serve on the Authority Board Committee as set forth above.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 3 – *Actionable*  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021  
**Subject:** Surplus Inventory

**Background:**

Attached is a list of obsolete IT/Communication Equipment items no longer in use or useful. It is recommended to surplus the assets listed.

**Summary: Approve surplus certain obsolete/abandoned IT/Communications equipment.**

**Fiscal Impact:**

There is no impact to Fixed Assets.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-02 regarding the disposal of the assets as set forth in Exhibit A to that resolution.

Description	Asset Tag	Serial Number
Asus P2520LA-XH71	18-2560	G4NXCXV12474916C
Asus F555LA-AB31	18-2506	F8N0CV161582330
Asus F554LA-NH71	18-2528	F9N0CV46102938E
Asus P2520L	19-2698	G4NXCXV12465316D
Asus P2550L	19-2687	G4NXCXV124511169
Dell Inspiron 17R	19-2685	H2TZRZ1
Dell E5540	16-1815	3VQZL32
Dell Latitude E5540	18-2515	DF0M32
2x Targus ACP71USZ	N/A	N/A
4x Dell Pro3X	N/A	N/A
Dell PowerEdge R210	19-2705	9SNX7P1
Soho Switch 8 A-8308	N/A	DB0205043861
Polycom SoundStation2	N/A	H80713020CBD
Sonicwall TZ 150 NA APL15-03B	1094	006B12E4A16
Nikon Coolpix S31	1455	32007243
NETGEAR READY NAS RNDU6320-100NAS	18-2487	2EE107RK00140
Samsung ChromeBook XE303C12-A01US	19-2695	HY3A91KD220049X
APC BK350	N/A	AB0320146859
APC BK350	N/A	BB0234009533
APC BK350	N/A	BB0234008437
APC BK350	N/A	BB0332010351
APC BK350	N/A	BB0308018917
APC BK350	N/A	BB0234019925
APC BK350	N/A	BB0234008434
APC BK350	N/A	AB0320146856
APC BK500	N/A	BB0413012344
APC BK500	N/A	BB0413012677
APC BK500	N/A	BB0413012611
APC Professional Powercell (BD)	N/A	C95086257771
APC BE550G	N/A	4B1602P15211
APC BE550G	N/A	4B1602P15737
APC BE550G	N/A	4B1549P16100
APC BK500M	N/A	PB9936323274
APC BK500M	N/A	PB9936122667
APC BE500R	N/A	3B0644X12641
APC BE550G	N/A	4B1602P15398
APC BK350	N/A	BB0332010169
APC BK500	N/A	BB0507046775

**RESOLUTION NO. 2021-02**

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

**WHEREAS**, the Mason Transit Authority Board has adopted policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA and such policies ensure that the public shall receive the greatest value for such items; and

**WHEREAS**, certain equipment as set forth in Exhibit A attached hereto have been deemed no longer useful; and

**WHEREAS**, there is value to these items and by the disposal of such assets, MTA will be able to use the funds for other current needs of MTA;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the items identified on Exhibit A attached hereto be deemed surplus and that the items to be sold pursuant to MTA's disposition of surplus property policy.

Adopted this 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice-Chair

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Matt Jewett, Authority Member

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Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
[Vacant], Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

**EXHIBIT A TO RESOLUTION NO. 2021-02  
LIST OF ITEMS FOR SURPLUS/RECYCLE**

<b>Description</b>	<b>Asset Tag</b>	<b>Serial Number</b>
Asus P2520LA-XH71	18-2560	G4NXCXV12474916C
Asus F555LA-AB31	18-2506	F8N0CV161582330
Asus F554LA-NH71	18-2528	F9N0CV46102938E
Asus P2520L	19-2698	G4NXCXV12465316D
Asus P2550L	19-2687	G4NXCXV124511169
Dell Inspiron 17R	19-2685	H2TZRZ1
Dell E5540	16-1815	3VQZL32
Dell Latitude E5540	18-2515	DFE0M32
2x Targus ACP71USZ	N/A	N/A
4x Dell Pro3X	N/A	N/A
Dell PowerEdge R210	19-2705	9SNX7P1
Soho Switch 8 A-8308	N/A	DB0205043861
Polycom SoundStation2	N/A	H80713020CBD
Sonicwall TZ 150 NA APL15-03B	1094	006B12E4A16
Nikon Coolpix S31	1455	32007243
NETGEAR READY NAS RNDU6320-100NAS	18-2487	2EE107RK00140
Samsung ChromeBook XE303C12-A01US	19-2695	HY3A91KD220049X
APC BK350	N/A	AB0320146859
APC BK350	N/A	BB0234009533
APC BK350	N/A	BB0234008437
APC BK350	N/A	BB0332010351
APC BK350	N/A	BB0308018917
APC BK350	N/A	BB0234019925
APC BK350	N/A	BB0234008434
APC BK350	N/A	AB0320146856
APC BK500	N/A	BB0413012344
APC BK500	N/A	BB0413012677
APC BK500	N/A	BB0413012611
APC Professional Powercell (BD)	N/A	C95086257771
APC BE550G	N/A	4B1602P15211
APC BE550G	N/A	4B1602P15737
APC BE550G	N/A	4B1549P16100
APC BK500M	N/A	PB9936323274
APC BK500M	N/A	PB9936122667
APC BE500R	N/A	3B0644X12641
APC BE550G	N/A	4B1602P15398
APC BK350	N/A	BB0332010169
APC BK500	N/A	BB0507046775

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 4 – *Actionable*  
**Subject:** Contract for IT Managed Services  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

**Background:**

As mentioned in prior meetings and provided in the approved 2021 Budget, MTA staff believe the best way to support internal IT is to have its technology services managed by an outside company experienced in the daily management, monitoring and servicing. Right Systems Inc. is on the state contract and fits our needs for managed services. Additionally, we are in need of restructuring our network and Right Systems has provided a scope of work and cost for the project.

The proposal along with the Project Agreement and Terms and Conditions are attached.

Legal Counsel has reviewed the contract.

**Summary:** Approve General Manager to sign the Project Agreement and Terms and Conditions with Right! Systems Inc.

**Fiscal Impact:**

\$ 47,500.54 equipment for Network restructure project  
\$ 21,160.00 Managed Services Onboarding  
\$142,200.00 Managed Services for 3 years (\$3,950 per month)

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-03 authorizing the General Manager to sign and execute the Project Agreement and Terms and Conditions in the amount of \$210,860.54 between Right! Systems Inc. and Mason Transit Authority.



# Proposal for Managed Services

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Prepared for:

Mason Transit Authority

*January 11, 2021*

## EXECUTIVE SUMMARY

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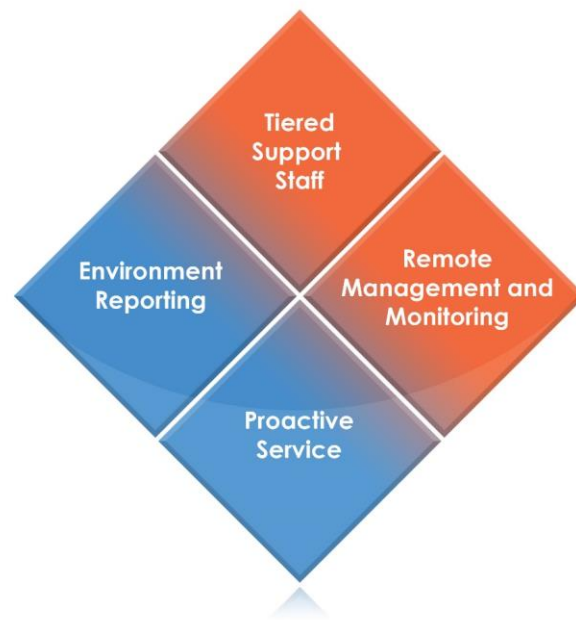
Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership.

Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

The goal of RSI's Managed Services is to free your IT professionals from burning countless hours putting out fires, troubleshooting issues, and supporting your environment. Offload the day to day maintenance of your technology stack and empower your team to engage in continual improvement.

# The RSI Support Diamond

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## **Tiered Support Staff:**

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need-right when they need it.

## **Remote Management and Monitoring**

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer, with absolutely no agents to install on your servers. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved for a year, allowing us to look at trends, and forecast possible outages in the future.

## **Environment Reporting**

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

## **Proactive Service**

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

## Scope of Offering

The following section defines the activities, services levels and procedures associated with the Managed Service offering for Mason Transit Authority.

Supported Devices/ Users	
Hosts/Guests	2/12
Network Devices (Route/Switch/Aps/Firewall)	16
End users	40
MSP Core Services	See Appendix A






Services	
Proactive Management	8am-5pm, Monday-Friday
24x7x365 monitoring & critical issue support	Y
On Demand Monthly Reporting	Y
Technology Business Reviews	Y

	Service
Onboarding	<ul style="list-style-type: none"> <li>RSI will review environment, setup alerting functionality, and including remote monitoring and management as appropriate.</li> <li>RSI will deliver a 1-page contact document, and review process for reaching RSI during and after business hours.</li> </ul>






	Support
<p><b>Standard Operating Procedure</b></p>	<ul style="list-style-type: none"> <li>• Tickets are defined as issues and problems that are user-impacting and not administrative in nature.</li> <li>• Tickets can be initiated via email or phone, from technical contacts previously designated by the customer.</li> <li>• Tickets will be addressed by severity.</li> <li>• Tickets may be auto-generated from the RSI monitoring and management solution.</li> <li>• Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity.</li> <li>• Tickets determined not to be related to the managed technologies will be sent back to Mason Transit Authority. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement.</li> <li>• Proactive Change Management. As determined by RSI, with schedule and approval coordinated by Mason Transit Authority, RSI may perform changes necessary to maintain the appropriate level of service in the environment.</li> <li>• Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures.</li> <li>• It is understood that any services requested by Mason Transit Authority that fall outside of the terms of this agreement will be quoted and billed as separate services.</li> <li>• Mason Transit Authority grants RSI authorization to view any data within the regular routine of the repair and support of the environment. Mason Transit Authority also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.</li> </ul>

**MANAGED SERVICE SLAS**

8:00 am - 5:00 pm

				RESPONSE TIME	ESCALATION
P1	Service not available. (all users affected)	Critical		15 minutes	30 minutes
P2	Significant Degradation of service (large number of users affected)	High		15 minutes	1 hour
P3	Limited degradation of service	Medium		15 minutes	1 day
P4	small service degradation (business process can continue)	Low		15 minutes	2 days
P5	Reserved for special requests / changes	No SLA		~	~

After Hours, Weekends,  
Federal Holidays

				RESPONSE TIME	ESCALATION
P1	Service not available. (all users affected)	Critical		1 hour	1 hour
P2	Significant Degradation of service (large number of users affected)	High		1 hour	2 hours
P3	Limited degradation of service	Medium		1 hour	2 days
P4	Small service degradation (business process can continue)	Low		1 hour	3 days
P5	Reserved for special requests / changes	No SLA		~	~

Support	
<b>Ticket Priority Levels</b>	<ul style="list-style-type: none"> <li>• <u>Priority level 1</u> tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable).</li> <li>• <u>Priority level 2</u> tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected).</li> <li>• <u>Priority level 3</u> means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue).</li> <li>• <u>Priority level 4</u> classifies a small service degradation (business process can continue, one user affected).</li> <li>• <u>Priority level 5</u> is reserved for requests for change to the existing environment.</li> <li>• <u>Hardware failure resolution time will be dependent on vendor hardware warranty status and terms.</u></li> <li>• <u>Customer-led changes in the environment that lead to service tickets may result in additional charges</u></li> </ul>

	Support
Support Tiers	<p><b>TIER 0 – Customer Technical Contacts</b></p> <ul style="list-style-type: none"> <li>All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally.</li> </ul> <p><b>TIER 1 – RSI Support Services</b></p> <ul style="list-style-type: none"> <li>All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0).</li> </ul> <p><b>TIER 2 – RSI Support Services</b></p> <ul style="list-style-type: none"> <li>Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0).</li> </ul> <p><b>TIER 3 – RSI Project Services / Subject Matter Experts</b></p> <ul style="list-style-type: none"> <li>Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3<sup>rd</sup> party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).</li> </ul>

	Support
<b>Service Escalation Procedure</b>	<p><b>Origin of Issue</b></p> <ol style="list-style-type: none"> <li>1. Support Request is received</li> <li>2. Ticket is created</li> <li>3. Issue is identified</li> <li>4. Issue is qualified to determine if it can be resolved through TIER 1 support</li> </ol> <p><b>If issue can be resolved through TIER 1</b></p> <ol style="list-style-type: none"> <li>5. Issue is worked to successful resolution</li> <li>6. Issue is verified to be resolved</li> <li>7. Ticket is marked complete and customer notified</li> </ol> <p><b>If issue cannot be resolved through TIER 1</b></p> <ol style="list-style-type: none"> <li>8. Issue is escalated to TIER 2</li> <li>9. Issue is qualified to determine if it can be resolved through TIER 2 support</li> </ol> <p><b>If issue can be resolved through TIER 2</b></p> <ol style="list-style-type: none"> <li>10. Issue is worked to successful resolution</li> <li>11. Issue is verified to be resolved</li> <li>12. Ticket is marked complete and customer notified</li> </ol> <p><b>If issue cannot be resolved through TIER 2</b></p> <ol style="list-style-type: none"> <li>13. Issue is escalated to TIER 3</li> </ol> <p><b>If issue can be resolved through TIER 3</b></p> <ol style="list-style-type: none"> <li>14. Issue is worked to successful resolution</li> <li>15. Issue is verified to be resolved</li> <li>16. Ticket is marked complete and customer notified</li> </ol>

## Out of Scope Technologies and Services

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

# Agreement Pricing and Conditions

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The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed and shall remain in force for a period of three (3) years, to be reviewed at the customer’s request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by Mason Transit Authority and RSI in advance.

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
<b>Managed Services</b>	<b>36 Months</b>	<b>\$3,950.00</b>

Upon receipt of this signed agreement, RSI will issue an invoice for the first month’s coverage as defined by the start date outlined above. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day’s prior written notice of its intent not to renew.

Cloud Usage Services: Prices billed for a service or item based on Mason Transit Authority consumption or usage, rather than a fixed price for a specified service, item, or period of time. Mason Transit Authority is required to pay for the services or items used in Azure (“usage-based services”). Usage-based services include, but are not limited to, Virtual Servers (per Virtual Server), Virtual CPU’s (per virtual CPU), Memory (RAM, per GB), Storage (per GB), and data ingress/egress

# TERMS AND CONDITIONS

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## 1. PURPOSE AND MEANING OF SIGNATURES

Customer and RSI signatures on this document indicates that Customer and RSI agree that the Terms and Conditions contained herein apply to any subsequent Statement of Work. In the event of any conflict between the Terms and Conditions set forth in this Master Services Agreement, and any terms set forth in any subsequent Purchase Agreement, the terms of this Master Services Agreement shall control, unless the Parties clearly indicate in writing their intent to amend these Terms and Conditions.

## 2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this Agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of Customer against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

Customer Warranties. Customer represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

## 3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and Customer mutually agree to a progressive invoicing schedule on a weekly or bi-weekly basis. If Customer requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. Customer shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If Customer fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges set by Chapter 39.76 RCW shall apply. In addition, failure of Customer to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve Customer from paying past undisputed due fees plus interest and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from Customer, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

#### **4. TRAVEL AND EXPENSE**

In the event that RSI is required or requested to travel during any service engagement, it is expected and agreed upon that Customer will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to Customer. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

#### **5. NO HIRE**

During the course of this Agreement and for a period of twelve months following the conclusion of this Agreement, Customer shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with Customer.

#### **6. CONFIDENTIAL INFORMATION**

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers (“Confidential Information”). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Except as provided herein, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties. Mason Transit Authority is a Washington municipal corporation, a government entity that is subject to the requirements of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington (the “Act”). MTA agrees that upon receiving any request pursuant to the Act for public access to or disclosure of information associated with this contract or any other confidential information as defined by this agreement of RSI in MTA’s possession or control, MTA will notify of such request and provide at least 5 days written notice of such request prior to public disclosure of the documents. RSI may take such efforts to assert or exercise any rights available to RSI under the Act to prevent or limit such public disclosure or access at RSI’s sole and exclusive expense.

RSI shall indemnify, defend and hold harmless MTA, its commissioners, officers, employees, advisors, and agents to the fullest extent permitted by law, from and against any and all losses, claims, damages, obligations, assessments, penalties, judgments, awards, and other liabilities and will fully reimburse MTA for any and all fees, costs, expenses and disbursements as and when incurred, of investigating, preparing or defending any claim, action, suit, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration, and whether or not MTA is a party (including any and all

legal and other MTA expenses in giving testimony or furnishing documents in response to a subpoena or otherwise), arising out of or in connection the withholding of records associated with this agreement under the Act.

## **7. LICENSE AND PROPRIETARY RIGHTS**

Proprietary Rights of Customer. As between Customer and RSI, Customer information shall remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Customer hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer information as necessary to render Services to Customer under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to RSI all rights, title and interest which Customer may have in and to the RSI Materials. Customer acknowledges and agrees that RSI is in the business of providing professional services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the RSI, and to use or otherwise exploit any RSI Materials in providing such services.

## **8. INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

## 9. LIMITATION OF LIABILITY

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, Customer data files, programs, or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to Customer for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by Customer under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

## 10. INSURANCE

At all times during the term of this Agreement, RSI shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed below:

- i. Workers Compensation and Employer's Liability Insurance with limits not less than the statutory requirements of applicable state and federal law. All personnel employed by third parties performing services on behalf of Customer shall be covered by workers compensation insurance.
- ii. Comprehensive General Liability Insurance, including contractual liability, with minimum limits of liability for injury, death, or property damage of \$2,000,000.00 combined single limit per occurrence.
- iii. Automobile Liability Insurance covering owned, hired, and non-owned vehicles used by Provider, with minimum limits of liability for injury, death, or property damage of \$1,000,000.00 combined single limit per occurrence.

RSI's initial compliance with this requirement shall be evidenced by the Certificate of Insurance issued by RSI's insurers to Customer every year, which when submitted to Customer shall be deemed to be incorporated herein. The amount of insurance required in this Section may be satisfied by the purchase of separate Primary and Umbrella (or Excess) Liability policies which, when combined together, provide the total limits of insurance specified.

Upon advance written notice, RSI shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Customer from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available, and provided Customer pays the cost of said coverage.

The above-required insurance shall be maintained by RSI during the term of this Contract and shall not be canceled by RSI without thirty (30) days advance written notice to Customer. RSI agrees to have its insurance carrier furnish Customer a certificate or certificates evidencing insurance coverage in accordance with the requirements of this Agreement, if applicable.

## 11. TERMINATION AND RENEWAL

It is understood that the quoted monthly payment amount consists of both a service and equipment component. In the event that RSI fails to meet the contracted SLA for service, and fails to remedy the deficiency within 30 days, Mason Transit Authority may terminate the RSI service component of the

agreement upon 30 days written notice. Regardless of reason for termination, Mason Transit Authority is unconditionally obligated to pay all amounts due and remaining for the equipment component through the entirety of the Agreement.

RSI may terminate the service component of this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to Mason Transit Authority.

Termination and Payment. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew. Notification of intent not to renew by Mason Transit Authority will include timely return of equipment to a location designated by RSI at the conclusion of this Agreement. If equipment is not immediately available for use by another without the need for repair, Mason Transit Authority will reimburse RSI for all repair and expense for return. Mason Transit Authority cannot pay off this Agreement or return equipment prior to the end date without prior authorization from RSI. Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

## **12. MISCELLANEOUS**

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between Customer and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of any services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Customer.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify Customer as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by Customer, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of laws' provisions, and Customer and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and Customer and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by

assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to Customer warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Customer indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

# AGREEMENT

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The signatures below indicate that Right! Systems, Inc. and Mason Transit Authority agree to all of the terms and conditions detailed in this Proposal; and, if a Mason Transit Authority Purchase Order number is required for invoicing by Right! Systems, Inc., Mason Transit Authority agrees to provide Purchase Order number and/or copy of Purchase Order with signed Proposal.

This Proposal is valid for 30 days from January 11, 2021.

Mason Transit Authority	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Please sign and email this entire document to [managed@rightsys.com](mailto:managed@rightsys.com)

## Appendix A

<b>Description – Workstation and Help Desk Support</b>	<b>Frequency</b>	<b>Included</b>
24x7x365 critical issue support	As Needed	Yes
8x5 Monday-Friday proactive management	As Needed	Yes
Anti-Virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management	Ongoing	Yes
Parts and labor on workstations	As Needed	No

<b>Description – Servers</b>	<b>Frequency</b>	<b>Included</b>
Manage Servers	Ongoing	Yes
Check Print Queues	Ongoing	Yes
Monitor all server services	Ongoing	Yes
Maintain server patching, hotfixes per company policy	Ongoing	Yes
Check server event logs and identify potential issues	Ongoing	Yes
Monitor hard drive space on servers	Ongoing	Yes
Office 365 user/mailbox management	Ongoing	Yes
Monitor Active Directory	Ongoing	Yes
Monitor DNS&DHCP	Ongoing	Yes
SQL server management, as required	Ongoing	Yes
Reboot servers if needed	As needed	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported software upgrades	As needed	Yes
Set up and maintain groups and permissions	As needed	Yes
Check status of backups	Ongoing	Yes
Alert Client to dangerous conditions	Ongoing	Yes
- Memory running low	Ongoing	Yes
- Hard drive running out of disk space	Ongoing	Yes
- Hardware showing sign of failure	Ongoing	Yes
Educate and correct user errors (deleted files, corrupted files, etc)	As needed	Yes
Clean and maintain directory structure	As needed	Yes
Parts and labor on servers	As needed	Yes

<b>Disaster Recovery</b>	<b>Frequency</b>	<b>Included</b>
Disaster recovery of servers	As Needed	Yes
Backups per company retention policy	Ongoing	Yes
Offsite backup per company retention policy	Ongoing	Yes

<b>Devices</b>	<b>Frequency</b>	<b>Included</b>
Manage network printers	As Needed	No
Manage other networked devices	Ongoing	No
Manage smartphones and tablets	As needed	No
Manage on-premise phone system	As needed	No

<b>Network</b>	<b>Frequency</b>	<b>Included</b>
Check router logs	As Needed	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Switch management	As Needed	Yes
Wireless management	As Needed	Yes
Firewall management	As Needed	Yes

<b>Security</b>	<b>Frequency</b>	<b>Included</b>
Check firewall logs	As Needed	Yes
Manage directories, shares, security groups, user accounts and policies	As Needed	Yes
Permissions and file system management	Ongoing	Yes
Set up new users, including login restrictions, passwords, security, applications	Ongoing	Yes
Email SPAM protection	Ongoing	Yes
Monitor for unusual activity among users	Ongoing	Yes

<b>Applications</b>	<b>Frequency</b>	<b>Included</b>
Ensure Microsoft Office applications are functioning as designed	As Needed	Yes
Ensure line of business applications are functioning as designed	As Needed	Yes

<b>Vendor Management</b>	<b>Frequency</b>	<b>Included</b>
Manage the following vendor relationships	As Needed	Yes
- Phone, Telco, and Internet	As Needed	Yes
- Copiers, faxes, scanners	As Needed	Yes
- Website designer and hosting company	As Needed	Yes
- Proprietary software applications	As Needed	Yes

<b>Professional Services</b>	<b>Frequency</b>	<b>Included</b>
Technology solution design and development	As Needed	Yes
Onsite Support	As Needed	Yes
Technology meetings with trusted advisor	Quarterly	Yes

<b>Service Expectations</b>	<b>Time of Day/Week</b>	<b>Rate</b>
Remote Help Desk	Ongoing	Yes
Remote printer management	Ongoing	No
Remote network management	Ongoing	Yes
Remote server management	Ongoing	Yes
Major Software Upgrades: Operating system upgrades, new management systems, database implementations, etc.	As Needed	\$125/hr
Installation and configuration of new equipment, major systems/hardware upgrades, virtualization, major network reconfiguration, etc.	As Needed	\$125/hr



# Managed Services Onboarding

## Statement of Work

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Prepared for:

Mason Transit Authority

*January 5, 2021*

## EXECUTIVE SUMMARY

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Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership.

Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement, and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology, and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

## PROJECT OBJECTIVE

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Mason Transit Authority has asked Right! Systems, Inc. (RSI) for a proposal of services, in the form of a Statement of Work (SOW), to onboard them as a Managed Services Co-Managed customer.

At the conclusion of this engagement, Mason Transit Authority and RSI will meet to discuss any next steps and future engagements.

# PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

STAGE 1	ACTIVITIES / DELIVERABLES
<p><b>Network Infrastructure Replacement</b></p>	<p><b>Expected Activities:</b></p> <ul style="list-style-type: none"> <li>• Network infrastructure replacement               <ul style="list-style-type: none"> <li>○ Design &amp; Planning of the deployment                   <ul style="list-style-type: none"> <li>▪ Replacement of four (4) Aruba AP's</li> <li>▪ Replacement of six (6) Catalyst 2960 Switches</li> <li>▪ Replacement of three (3) WatchGuard firewalls</li> </ul> </li> <li>○ Cable Mapping of Patch Panel to Switch Port across each of the identified locations</li> <li>○ Firmware upgrades across all new network hardware</li> <li>○ Migration of configuration from existing Watchguard Firewalls to Fortinet firewalls                   <ul style="list-style-type: none"> <li>▪ Work includes cleanup of inactive policies and/or policies that are not required moving forward</li> </ul> </li> <li>○ Creation of basic Next-Generation security profile based on licensed features</li> <li>○ Creation of remote access VPN configuration via FortiClient</li> <li>○ Active Directory integration for VPN authentication</li> <li>○ Installation of new networking devices across each of the identified locations</li> <li>○ Integration with cloud control panel for management of new network devices</li> </ul> </li> <li>• Testing, documentation, and knowledge transfer</li> </ul> <p><i>*Elements of work in this stage will be disruptive and are expected to be performed during an "after-hours" maintenance window*</i></p> <p><b>Project Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Cable mapping document detailing Patch Panel to Switch Port</li> <li>• Firewall migration from Watchguard to Fortinet complete</li> <li>• Deployment of six (6) Fortinet switches complete</li> <li>• Deployment of up to four (4) Fortinet APs complete</li> <li>• General Visio topology document delivered</li> </ul>

STAGE 2	ACTIVITIES / DELIVERABLES
<b>Managed Services Onboarding</b>	<p><b>Expected Activities:</b></p> <ul style="list-style-type: none"> <li>• Deploy SentinelOne Antivirus</li> <li>• Re-locate the Power Vault at the Transit Community Center to the Hood Canal Colo</li> <li>• Implement Veeam for backup</li> <li>• Retire Power Vault at Hood Canal COLO</li> <li>• Where appropriate, upgrade existing Windows Virtual Machine Operating System</li> <li>• Implement Multi Factor Authentication for 365</li> <li>• Implement Intune for device management</li> <li>• Active Directory review and optimization</li> <li>• Monitor deployment and configuration</li> <li>• Environment review <ul style="list-style-type: none"> <li>○ Perform cursory review of all technologies <ul style="list-style-type: none"> <li>▪ Network</li> <li>▪ End User Computing</li> <li>▪ Datacenter</li> </ul> </li> </ul> </li> <li>• Documentation <ul style="list-style-type: none"> <li>○ Obtain existing documentation/create new documentation as appropriate</li> </ul> </li> <li>• Complete onboarding into RSI backend systems</li> </ul> <p><b>Project Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Mason Transit Authority onboarded to RSI Managed Services</li> <li>• Work effort outlined above complete</li> </ul>

# CUSTOMER REQUIREMENTS

The following section defines the customer requisites needed at or prior to the start of this engagement. This list of requirements may expand based on discovery during the kickoff meeting and planning stage, as well as the ongoing work detailed in the project scope.

	CUSTOMER REQUIREMENTS
<b>Prerequisites</b>	<ul style="list-style-type: none"><li>• A minimum of two (2) Maintenance Windows of no less than eight (8) hours, during which rolling network outages will occur</li></ul> <p><i>*This Statement of Work (SOW) does NOT include any cabling or hardware expenses. This SOW is labor only and any additional hardware costs required to achieve the identified deliverables is separate from this document*</i></p>

Any technologies or deliverables other than those specifically noted in the project scope of this SOW are not included as part of this engagement. Activities listed in the project scope are subject to change as needed only to complete the explicit deliverables for each stage. For clarification purposes, some technologies that are out of scope for this engagement include, but are not limited to:

	CUSTOMER REQUIREMENTS
<b>Out of Scope</b>	<ul style="list-style-type: none"><li>• Advanced firewall security policies and tuning</li><li>• 3<sup>rd</sup> party application support</li><li>• Physical cabling beyond migration of cables from old switching to new switching</li></ul>

The general assumptions listed below apply to this engagement unless specifically contradicted in the Project Purpose or Project Scope above.

	CUSTOMER REQUIREMENTS
<p><b>General Assumptions</b></p>	<ul style="list-style-type: none"> <li>• Mason Transit Authority may need to provide RSI with access to their offices, a convenient place to work, network connectivity and internet access while onsite.</li> <li>• Sufficient power, cooling, rack space, and cabling is required for any hardware related to this engagement and is the sole responsibility of Mason Transit Authority.</li> <li>• Hardware, software, or licensing needed for the solutions being deployed or upgraded in the environment is the sole responsibility of Mason Transit Authority.</li> <li>• Administrative-level permissions for particular hardware or software components of the environment may need to be provided to RSI for the duration of this engagement.</li> <li>• Service-impacting activities may require maintenance windows for scheduled downtimes.</li> <li>• Mason Transit Authority resources will need to be available as requested by RSI team members. Technical support from the provider of any hardware or software related to this engagement may be required, both during and after business hours.</li> <li>• RSI is not responsible for any hardware or software failures not caused directly or indirectly by RSI negligence or willful misconduct during this project which could potentially cause the schedule for project completion to be delayed. RSI may submit a Change Order to readjust the cost of this agreement based on the circumstances.</li> <li>• Project estimates do not include time or costs associated with hardware or software-related support incidents not caused directly or indirectly by RSI’s negligence or willful misconduct. Those incidents that result in RSI needing to open a vendor-related issue on behalf of Mason Transit Authority may be viewed as a Change Order to this agreement and will required a Change order to be executed RSI may need to pause the project until the Change Order is fully executed by both parties.</li> <li>• Expected Activities in the scope define a framework of activities for this engagement and are subject to minor alterations to effectively complete the project deliverables for each stage</li> </ul>

# CHANGE MANAGEMENT PROCESS

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This statement of work may be amended upon agreement of both RSI and Mason Transit Authority and the execution of a modification to the statement of work (Change Order). Both RSI and Mason Transit Authority may request a Change Order to effect a change to the Project. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the activities or deliverables, both RSI and Mason Transit Authority may agree to an adjustment of the price, as applicable, and as referenced in the Change Order.

For services that do not affect the material effort to complete a stage of work, RSI will strive to complete these efforts without a Change Order if they do not impact the schedule or completion of a particular stage of the project.

RSI will consider a Change Order necessary for reasons including, but not limited to, the following:

## **An identified prerequisite is not complete**

Any prerequisites identified in this statement of work or subsequent discussions with Mason Transit Authority that are not complete prior to the start of this engagement (or particular stage of this engagement where those prerequisites are necessary) may require a change in schedule and Change Order to accommodate the time lost as a result of the prerequisite(s) not being met.

## **The engagement cannot continue or complete**

If, during the project activities, RSI determines the project cannot continue without a Change Order, or can continue, but cannot complete without a Change Order, RSI will attempt in good faith to immediately reach Mason Transit Authority to discuss the impact and potential Change Order. Any delays in execution of a Change Order to address an activity or deliverable needed to continue or complete the project may result in scheduling delays. Architectural or environmental conditions not previously identified are a common reason for this potential Change Order.

## **Additional services warranted**

If either RSI or Mason Transit Authority identify additional services outside the Project Scope that do not materially affect the successful completion of this project, but are needed or wanted by Mason Transit Authority, a Change Order or new statement of work may be requested by either party.

# PROJECT TEAM

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## **Project Engineer(s)**

The role of the Project Engineer is to plan and lead day-to-day project activities, making adjustments as needed during the progression of the work described in the project scope. Common Project Engineer tasks include, but are not limited to:

- Performing daily activities that deliver the project scope.
- Implementation of all technical solutions put forth in this SOW.
- Creation and development of project documentation deliverables.
- Leading meetings necessary for project deliverables
- Technical review of progress with the team.

## **Project Architect**

A Right! Systems Project Architect may be assigned to the project to assist with the technical accuracy of project deliverables. The Project Architect may oversee, review, and validate all technical details, participate in kickoff meetings, and work with the Project Engineer during any planning and design stages. Specific Project Architect tasks may include, but are not limited to:

- Providing technical thought leadership to the team to ensure successful delivery of the project scope.
- Review of service-related documentation and implementation of the project.
- Orchestrate the technical efforts to deliver a comprehensive solution.

*Note: Project Architect activities will be conducted in a remote capacity*

## **Project Manager / Project Coordinator/Project Integrator**

RSI will assign a Project Manager (“PM”) or Project Coordinator (“PC”) or Project Integrator (“PI”) to act as a single point of contact for Mason Transit Authority, for the management of the services set forth in this SOW. The PM/PC/PI employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this Statement of Work, maintaining a focus on time, cost, and scope.
- Coordination of kick-off, status, and closure meetings.
- Establishing and managing the services schedule, deliverables, and status reporting.
- Confirmation of delivered milestones and services in accordance with this SOW.
- Obtaining service completion and project sign-off from Mason Transit Authority.

*Note: PM/PC/PI activities will be conducted primarily in a remote capacity*

## PROJECT PRICING

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Based on the requirements gathered from Mason Transit Authority and work plan detailed in the project scope section of this Statement of Work, the following represents the fixed pricing related to this project.

ENGAGEMENT	PRICE
<b>Managed Services Onboarding</b>	<b>\$21,160.00</b>

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required.

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

Mason Transit Authority acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required. Scheduling for qualified resources may require up to six (6) weeks lead time, and any changes or delays to the schedule by Mason Transit Authority will require additional lead time.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement.

## TRAVEL AND EXPENSE

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In the event that RSI is required or requested to travel during this project it is expected and agreed to that Mason Transit Authority will reimburse RSI as described in the Terms and Conditions section below.

T&E	ESTIMATE OF COST
<b>Estimate</b>	<b>No travel cost estimated for this engagement</b>

# TERMS AND CONDITIONS

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## 1. PURPOSE AND MEANING OF SIGNATURES

Mason Transit Authority signature on this document indicates that Mason Transit Authority agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by Mason Transit Authority. Mason Transit Authority decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of Mason Transit Authority decision to purchase and providing that Mason Transit Authority provides appropriate purchase/payment commitments.

## 2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of Mason Transit Authority against loss, damage, theft, or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

Mason Transit Authority Warranties. Mason Transit Authority represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

## 3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and Mason Transit Authority mutually agree to a progressive invoicing schedule on weekly or bi-weekly basis. If Mason Transit Authority requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. Mason Transit Authority shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If Mason Transit Authority fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by Mason Transit Authority to RSI. In addition, failure of Mason Transit Authority to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve Mason Transit Authority from paying past undisputed due fees plus interest and in the event of collection enforcement, Mason Transit Authority shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from Mason Transit Authority, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

#### **4. TRAVEL AND EXPENSE**

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that Mason Transit Authority will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to Mason Transit Authority. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

#### **5. NO HIRE**

During the course of this project and for a period of twelve months following the conclusion of this SOW, Mason Transit Authority shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with Mason Transit Authority.

#### **6. CONFIDENTIAL INFORMATION**

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers (“Confidential Information”). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

#### **7. LICENSE AND PROPRIETARY RIGHTS**

Proprietary Rights of Mason Transit Authority. As between Mason Transit Authority and RSI, Mason Transit Authority information shall remain the sole and exclusive property of Mason Transit Authority, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Mason Transit Authority hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use

Mason Transit Authority information as necessary to render the Services to Mason Transit Authority under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to Mason Transit Authority, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “RSI Materials”) shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Mason Transit Authority hereby transfers and assigns to RSI all rights, title, and interest which Mason Transit Authority may have in and to the RSI Materials. Mason Transit Authority acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties’ services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

## **8. INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party’s representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party’s negligence or willful misconduct; or (iii) hereunder results or arises from a party’s violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party’s written consent, which shall not be unreasonably withheld.

## **9. LIMITATION OF LIABILITY**

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, Mason Transit Authority data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to Mason Transit Authority for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by Mason Transit Authority under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

## 10. TERMINATION AND RENEWAL

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy, or the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach. Either party may terminate this Agreement at any time and for any reason by providing written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, Mason Transit Authority shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

## 11. MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between Mason Transit Authority and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Mason Transit Authority.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify Mason Transit Authority as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by Mason Transit Authority, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and Mason Transit Authority and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and Mason Transit Authority and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent, or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to Mason Transit Authority warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Mason Transit Authority indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

# PROJECT AGREEMENT

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The signatures below indicate that Right! Systems, Inc. and Mason Transit Authority agree to the scope as provided, and all terms and conditions detailed in this Statement of Work. If a Mason Transit Authority purchase order number is required for invoicing by Right! Systems, Inc., Mason Transit Authority agrees to provide purchase order number and/or copy of purchase order with signed Statement of Work.

CUSTOMER PO: \_\_\_\_\_

If no customer PO is provided, RSI will use the following PO for invoicing purposes: **OPP94285**

This Statement of Work is valid for signature 30 days from January 5, 2021.

Mason Transit Authority	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



**Right! Systems, Inc.**  
 11911 NE 1st Street  
 Suite 212  
 Bellevue, WA 98005  
 Phone: (360) 739-1669

QUOTE	
Date	01/05/21
Quote #	RSIQ53190-05
<b>SalesRep</b>	
John Criscione	(360) 739-1669
<b>Prepared By</b>	
Dennis Baranick	208-287-0491
<b>Customer Contact</b>	
Danette Van Fleet (360) 432-5750 dbrannin@masontransit.org	

**Customer**  
 Mason Transit Authority  
 Danette Van Fleet (360) 432-5750  
 790 E. Johns Prairie Road  
 PO Box 1880  
 Shelton, WA 98584

**Bill To**  
 Mason Transit Authority  
 Danette Van Fleet  
 790 E. Johns Prairie Road  
 PO Box 1880  
 Shelton, WA 98584

**Ship To**  
 Mason Transit Authority  
 Danette Van Fleet  
 790 E. Johns Prairie Road  
 PO Box 1880  
 Shelton, WA 98584

<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> Ground
<b>Special Instructions:</b>	<b>Description:</b> Fortinet Networking & Security - Veeam - 5 Years

#	Description	Part #	Qty	Unit Price	Ext. Price
1	<b>Fortinet Networking &amp; Security</b>				
2	Fortinet FortiSwitch FS-148F-FPOE Ethernet Switch - 48 Ports - Manageable - 2 Layer Supported - Modular - 740 W PoE	FS-148F-FPOE	6	\$1,170.00	\$7,020.00
3	Fortinet FortiCare 24x7 Comprehensive Support - Extended service agreement (renewal) - advance parts replacement - 5 years - shipment - response time: NBD - for P/N: FS-148F-FPOE	FC-10-148FF-247-02-60	6	\$688.24	\$4,129.44
4	Fortinet FortiSwitch Cloud Management - Subscription license renewal (5 years) - hosted	FC-10-WMSC1-190-02-60	6	\$97.50	\$585.00
5	Fortinet FAP-U231F-A Indoor Wireless Universal AP	FAP-U231F-A	5	\$422.50	\$2,112.50
6	Fortinet FortiCare 24x7 Comprehensive Support - Extended service agreement (renewal) - advance parts replacement - 5 years - shipment - response time: NBD - for P/N: FAP-U231F-A	FC-10-P231F-247-02-60	5	\$248.53	\$1,242.65
7	Fortinet FortiAP Advanced Management License for FortiAP Series - 5 Years FortiAP Cloud FAP (FAP/FAP-U/FAP-C)	FC-10-90AP1-639-02-60	5	\$420.59	\$2,102.95
8	Fortinet - SFP+ transceiver module - 10 GigE - 10GBase-LR - LC single-mode - up to 6.2 miles - 1310 nm	FN-TRAN-SFP+LR	4	\$230.75	\$923.00
9	Fortinet FortiGate 80F - Security appliance - with 3 years 360 Protection Bundle - GigE - desktop	FG-80F-BDL-817-60	3	\$5,195.00	\$15,585.00
10	<b>SubTotal</b>				<b>\$33,700.54</b>
11	<b>Veeam Backup &amp; Replication - 5 Years</b>				
12	Veeam Backup & Replication Universal License - Upfront Billing License (5 years) + Production Support - 10 instances - public sector	P-VBRVUL-0I-SU5YP-00	3	\$3,760.00	\$11,280.00
13	Veeam Backup for Microsoft Office 365 - Upfront Billing License (5 years) + Production Support - 1 user - public sector - ESD - minimum purchases of 10 licenses per order - Win	P-VBO365-0U-SU5YP-00	40	\$63.00	\$2,520.00
14	<b>SubTotal</b>				<b>\$13,800.00</b>
				<b>Sub Total</b>	<b>\$47,500.54</b>

#	Description	Part #	Qty	Unit Price	Ext. Price
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Authorized Signature

Title

Date

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

**Terms and Conditions**

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

**RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE  
PROJECT AGREEMENT AND TERMS AND CONDITIONS WITH RIGHT!  
SYSTEMS INC FOR TECHNOLOGY MANAGEMENT.**

**WHEREAS**, the Mason Transit Authority Board desires that Mason Transit Authority secure highly qualified technology management services;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the General Manager is authorized to sign the Project Agreement and Terms and Conditions in the amount of \$210,860.54 between Right! Systems Inc. and Mason Transit Authority.

Adopted this 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
[Vacant], Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** New Business – Item 5 – *Actionable*

**Subject:** Update of COVID-19 Supplemental Leave Authorization Policy (POL-312)

**Prepared by:** LeeAnn McNulty, Administrative Services Manager

**Approved by:** Danette Brannin, General Manager

**Date:** January 19, 2021

### Background:

This policy was approved in 2020 in response to the COVID-19 pandemic and supplemental leave for MTA employees. The suggested changes to the policy relate to the following:

- Additional clarification that the supplemental leave also includes employees that are considered high risk or reside with a family member considered high risk if an employee must quarantine while waiting for test results and may be used under those circumstances.
- Conditions for returning to work relating to negative test results.

This updated policy has been reviewed by the Policy Review Committee and Legal Counsel.

**Summary:** Approve the revised COVID-19 Supplemental Leave Authorization Policy (POL-312).

### Fiscal Impact:

None.

### Staff Recommendation:

Approve.

### Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2021-04 that approves the revised COVID-19 Supplemental Leave Authorization Policy (POL-312).



**Title:** COVID-19 Supplemental Leave Authorization  
**Number:** 312  
**Effective:** ~~March 17, 2020~~ January 19, 2021  
**Cancel:** ~~N/A~~ Resolution No. 2020-07  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Authority Board  
Resolution No. 2021-07-04XX

## POL-312 - COVID-19 SUPPLEMENTAL LEAVE AUTHORIZATION

This policy applies to all Mason Transit Authority (MTA) regular full-time employees and Primary Worker/Driver employees.

### 1.0 Purpose

- 1.1 On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, as follows: “On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington...I, Jay Inslee, Governor of the state of Washington, as a result of the above noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington...” COVID-19 is a respiratory disease caused by a new virus called SARS-CoV-2. The most common symptoms of the disease are fever, cough, and shortness of breath. Most people with COVID-19 will experience mild disease but some may get sicker and may need to be hospitalized. COVID-19 may result in death among vulnerable members of the population.
- 1.2 MTA provides paid time off for vacation, personal days and sick leave to all full-time employees and personal days and sick leave to those in the Worker/Driver classification as described in the Employee Handbook and Policies.
- 1.3 The purpose of this COVID-19 Supplemental Leave Authorization is to provide MTA employees with supplemental leave that is distinct from and in addition to other types of leave pursuant to MTA policy. It is in the best interest of all MTA employees to avoid the spread of COVID-19 in our workplace and in our community to the extent possible. Accordingly, MTA’s intent in providing this supplemental leave is to reduce the risk of transmission of COVID-19 in the workplace by increasing the likelihood that employees who exhibit any of the common symptoms of COVID-19, namely fever, cough, or shortness of breath (the “**Common Symptoms**”), or who reside with someone who exhibits any of those symptoms, will remain away from the workplace until they no longer have the potential to infect others. The purpose also includes protecting those employees who are considered high risk or reside with a family member that is considered high risk and if an employee must quarantine while waiting for test results.



**Title:** COVID-19 Supplemental Leave Authorization  
**Number:** 312  
**Effective:** ~~March 17, 2020~~ January 19, 2021  
**Cancel:** ~~N/A~~ Resolution No. 2020-07  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Authority Board  
Resolution No. 20210-07-04XX

## 2.0 Supplemental Leave Authorization

**2.1** Effective immediately, all MTA employees are eligible for COVID-19 Supplemental Leave (“**Supplemental Leave**”), subject to the terms and conditions set forth herein. Regular full-time employees are eligible for up to eighty (80) hours of Supplemental Leave; Worker/Drivers are eligible for up to fifty (50) hours of Supplemental Leave. The amount of Supplemental Leave granted under this Authorization may be increased, at the discretion of the General Manager and notification to the Board.

**2.2** An employee is authorized to use Supplemental Leave for the following reasons:

- o An absence resulting from the employee having tested positive for COVID-19, or exhibiting any of the Common Symptoms of COVID-19;
- o An absence resulting from the employee residing with someone who has tested positive for COVID-19 or who exhibits any of the Common Symptoms;
- o When the employee’s child’s school or place of care has been closed for reasons related to COVID-19, in which case Supplemental Leave may be used until alternate care is established;
- o When the employee’s workplace has been closed by order of a public official or by the General Manager for reasons related to COVID-19.
- o When an employee is considered high risk or resides with someone who is considered high risk.
- o While an employee or someone residing in their home is awaiting [COVID-19](#) test results and must be quarantined.

**2.3** Any employee who experiences any of the Common Symptoms while at work shall inform his or her supervisor immediately and shall leave the workplace. In that event, the employee shall receive paid administrative leave for the balance of that workday. Any employee who experiences any of the Common Symptoms before



**Title:** COVID-19 Supplemental Leave Authorization  
**Number:** 312  
**Effective:** ~~March 17, 2020~~ January 19, 2021  
**Cancel:** ~~N/A~~ Resolution No. 2020-07  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Authority Board  
Resolution No. 2021-07-04XX

reporting to work, or who resides with someone who exhibits any Common Symptoms, shall remain at home and shall contact his or her supervisor as soon as possible.

**2.4** Any employee who reports any of the Common Symptoms or tests positive for COVID-19, or who resides with someone who exhibits any Common Symptoms or tests positive, will be required to remain at home or under prescribed care until 72 hours after the symptoms get better or, if under medical care, until medically cleared to return to work. For regular full-time employees who are absent from work under these circumstances, the first eighty (80) hours of leave will be charged to Supplemental Leave. For Primary Worker/Drivers who are absent from work under these circumstances, the first fifty (50) hours of leave will be charged to Supplemental Leave. Any absence beyond that which is covered by Supplemental Leave will be charged to vacation or sick leave according to the policies set forth for such usage before leave without pay is granted. Supplemental Leave will be compensated in the same manner as MTA calculates wages for other leave classifications.

**2.5** Upon return to work, an employee must provide a negative test result for themselves or for someone residing in their home who required testing.

**2.5.2.6** Supplemental Leave may be used in increments of no less than eight (8) hours for regular full-time employees and five (5) hours for Primary Worker/Driver employees.

**2.6.2.7** If the need for Supplemental Leave is foreseeable, the employee must provide reasonable advance notice to his or her supervisor. If the need is not foreseeable, the employee must notify his or her supervisor as soon as practicable.

**2.7.2.8** Supplemental Leave shall be available until the General Manager, in sole discretion, determines that this Authorization is no longer needed. Any unused Supplemental Leave shall be forfeited and will not be paid out upon termination of this Authorization.

**2.8.2.9** Unused Supplemental Leave will not be paid out upon separation from employment.

**2.9.2.10** \_\_\_\_\_ This Authorization addresses absences for reasons associated with preventing or containing the spread of COVID-19 and protecting high-risk



**Title:** COVID-19 Supplemental Leave Authorization  
**Number:** 312  
**Effective:** ~~March 17, 2020~~ January 19, 2021  
**Cancel:** ~~N/A~~ Resolution No. 2020-07  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Authority Board  
Resolution No. 202~~10-07-04~~XX

employees and does not cover absences for any other reason. The terms and conditions set forth herein do not replace, amend, or supplement any terms or conditions of employment stated in any other MTA policy or in the Collective Bargaining Agreements between MTA and the International Association of Aerospace and Machinist, Local Lodge 160.

2.102.11 MTA may require an employee who uses Supplemental Leave to provide certification that the Supplemental Leave was used for a proper purpose as set forth in this Authorization. Any absence that is improperly charged to Supplemental Leave will be charged to that employee's vacation or appropriate sick leave, or, if none, as unpaid leave, and any unused Supplemental Leave will be forfeited.

2.112.12 Supplemental Leave is not eligible for donation under MTA's Shared Leave program.

**RESOLUTION NO. 2021-04**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
REVISING THE COVID-19 SUPPLEMENTAL LEAVE AUTHORIZATION  
POLICY (POL-312) AND SUPERSEDING AND REPLACING IN FULL ANY  
PREVIOUSLY ADOPTED OR APPROVED COVID-19 SUPPLEMENTAL  
LEAVE AUTHORIZATION POLICY, INCLUDING RESCINDING  
RESOLUTION NO. 2020-07.**

**WHEREAS**, the COVID-19 Supplemental Leave Authorization Policy (POL-312) was last approved by the Mason Transit Authority Board in 2020; and

**WHEREAS**, the policy has been updated to clarify how the supplemental leave extends to employees that are considered high risk or reside with a family member that is considered high risk, as well as providing conditions of returning to work relating to test results of employees as well as someone residing in the home;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the revised COVID-19 Supplemental Leave Authorization Policy (POL-312), which is attached hereto and incorporated herein, be established and adopted; and

**BE IT FURTHER RESOLVED** that this Mason Transit Authority COVID-19 Supplemental Leave Authorization Policy (POL-312) shall supersede and replace in full any previously adopted or approved Mason Transit Authority COVID-19 Supplemental Leave Authorization Policy, including rescinding Resolution No. 2020-07.

Adopted this 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

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[Vacant], Authority Member

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Matt Jewett, Authority Member

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Wes Martin, Authority Member

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Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board



<b>Title:</b>	COVID-19 Supplemental Leave Authorization
<b>Number:</b>	312
<b>Effective:</b>	January 19, 2021
<b>Cancels:</b>	Resolution No. 2020-07
<b>Prepared by:</b>	Danette Brannin, General Manager
<b>Approved by:</b>	Authority Board Resolution No. 2021-04

## **POL-312 - COVID-19 SUPPLEMENTAL LEAVE AUTHORIZATION**

This policy applies to all Mason Transit Authority (MTA) regular full-time employees and Primary Worker/Driver employees.

### **1.0 Purpose**

- 1.1** On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, as follows: “On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington...I, Jay Inslee, Governor of the state of Washington, as a result of the above noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington...” COVID-19 is a respiratory disease caused by a new virus called SARS-CoV-2. The most common symptoms of the disease are fever, cough, and shortness of breath. Most people with COVID-19 will experience mild disease but some may get sicker and may need to be hospitalized. COVID-19 may result in death among vulnerable members of the population.
- 1.2** MTA provides paid time off for vacation, personal days and sick leave to all full-time employees and personal days and sick leave to those in the Worker/Driver classification as described in the Employee Handbook and Policies.
- 1.3** The purpose of this COVID-19 Supplemental Leave Authorization is to provide MTA employees with supplemental leave that is distinct from and in addition to other types of leave pursuant to MTA policy. It is in the best interest of all MTA employees to avoid the spread of COVID-19 in our workplace and in our community to the extent possible. Accordingly, MTA’s intent in providing this supplemental leave is to reduce the risk of transmission of COVID-19 in the workplace by increasing the likelihood that employees who exhibit any of the common symptoms of COVID-19, namely fever, cough, or shortness of breath (the “**Common Symptoms**”), or who reside with someone who exhibits any of those symptoms, will remain away from the workplace until they no longer have the potential to infect others. The purpose also includes protecting those employees who are considered high risk or reside with a family member that is considered high risk and if an employee must quarantine while waiting for test results.



<b>Title:</b>	COVID-19 Supplemental Leave Authorization
<b>Number:</b>	312
<b>Effective:</b>	January 19, 2021
<b>Cancels:</b>	Resolution No. 2020-07
<b>Prepared by:</b>	Danette Brannin, General Manager
<b>Approved by:</b>	Authority Board Resolution No. 2021-04

## 2.0 Supplemental Leave Authorization

**2.1** Effective immediately, all MTA employees are eligible for COVID-19 Supplemental Leave (“**Supplemental Leave**”), subject to the terms and conditions set forth herein. Regular full-time employees are eligible for up to eighty (80) hours of Supplemental Leave; Worker/Drivers are eligible for up to fifty (50) hours of Supplemental Leave. The amount of Supplemental Leave granted under this Authorization may be increased, at the discretion of the General Manager and notification to the Board.

**2.2** An employee is authorized to use Supplemental Leave for the following reasons:

- o An absence resulting from the employee having tested positive for COVID-19, or exhibiting any of the Common Symptoms of COVID-19;
- o An absence resulting from the employee residing with someone who has tested positive for COVID-19 or who exhibits any of the Common Symptoms;
- o When the employee’s child’s school or place of care has been closed for reasons related to COVID-19, in which case Supplemental Leave may be used until alternate care is established;
- o When the employee’s workplace has been closed by order of a public official or by the General Manager for reasons related to COVID-19.
- o When an employee is considered high risk or resides with someone who is considered high risk.
- o While an employee or someone residing in their home is awaiting COVID-19 test results and must be quarantined.

**2.3** Any employee who experiences any of the Common Symptoms while at work shall inform his or her supervisor immediately and shall leave the workplace. In that event, the employee shall receive paid administrative leave for the balance of that workday. Any employee who experiences any of the Common Symptoms before



<b>Title:</b>	COVID-19 Supplemental Leave Authorization
<b>Number:</b>	312
<b>Effective:</b>	January 19, 2021
<b>Cancels:</b>	Resolution No. 2020-07
<b>Prepared by:</b>	Danette Brannin, General Manager
<b>Approved by:</b>	Authority Board Resolution No. 2021-04

reporting to work, or who resides with someone who exhibits any Common Symptoms, shall remain at home and shall contact his or her supervisor as soon as possible.

- 2.4** Any employee who reports any of the Common Symptoms or tests positive for COVID-19, or who resides with someone who exhibits any Common Symptoms or tests positive, will be required to remain at home or under prescribed care until 72 hours after the symptoms get better or, if under medical care, until medically cleared to return to work. For regular full-time employees who are absent from work under these circumstances, the first eighty (80) hours of leave will be charged to Supplemental Leave. For Primary Worker/Drivers who are absent from work under these circumstances, the first fifty (50) hours of leave will be charged to Supplemental Leave. Any absence beyond that which is covered by Supplemental Leave will be charged to vacation or sick leave according to the policies set forth for such usage before leave without pay is granted. Supplemental Leave will be compensated in the same manner as MTA calculates wages for other leave classifications.
- 2.5** Upon return to work, an employee must provide a negative test result for themselves or for someone residing in their home who required testing.
- 2.6** Supplemental Leave may be used in increments of no less than eight (8) hours for regular full-time employees and five (5) hours for Primary Worker/Driver employees.
- 2.7** If the need for Supplemental Leave is foreseeable, the employee must provide reasonable advance notice to his or her supervisor. If the need is not foreseeable, the employee must notify his or her supervisor as soon as practicable.
- 2.8** Supplemental Leave shall be available until the General Manager, in sole discretion, determines that this Authorization is no longer needed. Any unused Supplemental Leave shall be forfeited and will not be paid out upon termination of this Authorization.
- 2.9** Unused Supplemental Leave will not be paid out upon separation from employment.
- 2.10** This Authorization addresses absences for reasons associated with preventing or containing the spread of COVID-19 and protecting high-risk employees and does not



<b>Title:</b>	COVID-19 Supplemental Leave Authorization
<b>Number:</b>	312
<b>Effective:</b>	January 19, 2021
<b>Cancels:</b>	Resolution No. 2020-07
<b>Prepared by:</b>	Danette Brannin, General Manager
<b>Approved by:</b>	Authority Board Resolution No. 2021-04

cover absences for any other reason. The terms and conditions set forth herein do not replace, amend, or supplement any terms or conditions of employment stated in any other MTA policy or in the Collective Bargaining Agreements between MTA and the International Association of Aerospace and Machinist, Local Lodge 160.

- 2.11** MTA may require an employee who uses Supplemental Leave to provide certification that the Supplemental Leave was used for a proper purpose as set forth in this Authorization. Any absence that is improperly charged to Supplemental Leave will be charged to that employee’s vacation or appropriate sick leave, or, if none, as unpaid leave, and any unused Supplemental Leave will be forfeited.
- 2.12** Supplemental Leave is not eligible for donation under MTA’s Shared Leave program.

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** New Business – Item 6 – *Actionable*  
**Subject:** Update of Americans with Disabilities Policy (POL-504)  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

### Background:

This policy was last updated in April, 2019. Mason Transit's Operations team made significant changes to bring the policy current. It is necessary to describe service animal requirements in the ADA policy, therefore it is advised that MTA rescind its current service animal and pets policy which is addressed in the following new business item.

This updated policy has been reviewed by the Operations team, WSDOT, Policy Review Committee and Legal Counsel.

**Summary:** Approve the revised Americans with Disabilities Policy (POL-504).

### Fiscal Impact:

None.

### Staff Recommendation:

Approve.

### Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2021-05 that approves the revised Americans with Disabilities Policy (POL-504).



**Title:** Americans with Disabilities Policy  
**Number:** 504  
**Effective:** ~~December 15, 2020~~ January 19, 2021  
~~September 19, 2017;~~  
~~Revised April 16, 2019~~  
**Cancels:** ~~Resolution No. 2017-26; Resolution~~  
~~No. 2019-11~~ N/A  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Authority Board  
~~Resolution No. 2017-26;~~  
~~Resolution No. 2019-11~~ Resolution No.  
2021-05

## POL-504 AMERICANS WITH DISABILITIES

This policy applies to all Mason Transit Authority (MTA) employees and services.

### 1.0 Purpose

~~The purpose of this policy is to ensure compliance with the Americans with Disabilities Act (ADA).~~

~~The Americans with Disabilities Act was signed into law on July 26, 1990.~~ The [Americans with Disabilities Act \(ADA\)](#) is civil rights legislation which requires that persons with disabilities receive transportation services equal to those available on the fixed route service. The Americans with Disabilities Act was signed into law on July 26, 1990.

The purpose of this policy is to ensure compliance with the Americans with Disabilities Act (ADA).

The ADA requires that:

- ~~No entity MTA may shall not~~ discriminate against an individual with a disability in connection with the provision of transportation services (49 CFR 37.5(a));
- ~~An individual shall not be denied use of a transportation service provided to the general public if the individual is capable of using that service; Notwithstanding the provision of any special transportation service to individuals with disabilities, MTA an entity shall not, on the basis of disability, deny to any individual with a disability the opportunity to use the entity's transportation service for the general public, if the individual is capable of using that service (49 CFR 37.5(b));~~
- ~~An entity must not refuse to serve an individual with a disability solely because the individual's disability results in an appearance of involuntary behavior that may offend, annoy or inconvenience employees or others; It is not discrimination for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a~~

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



**Title:** Americans with Disabilities Policy  
**Number:** 504  
**Effective:** ~~December 15, 2020~~ January 19, 2021  
~~September 19, 2017;~~  
~~Revised April 16, 2019~~  
**Cancels:** ~~Resolution No. 2017-26;~~ Resolution  
No. 2019-11 ~~N/A~~  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Authority Board  
~~Resolution No. 2017-26;~~  
~~Resolution No. 2019-11~~ Resolution No.  
2021-05

direct threat to the health or safety of others. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons (49 CFR 37.5(h));

- An individual with a disability shall not be required to be accompanied by an attendant (49 CFR 37.5(e)) nor be required to use designated priority seats if the individual chooses not to do so (49 CFR § 37.5(c)); ~~and~~
- ~~An individual shall not be denied transportation service because of a provider's insurance conditions, coverage or rates are based on the absence of individuals with disabilities. MTA~~ An entity shall not refuse to serve an individual with a disability or require anything contrary to this part because its insurance company conditions coverage or rates on the absence of individuals with disabilities or requirements contrary to this part (49 CFR § 37.5(g)).

## 2.0 Policy

It is the policy of MTA that, when reviewed in their entirety, services, programs, facilities, and communications provided by MTA, directly or by a contracted service provider, are readily accessible and usable to individuals with disabilities to the maximum extent possible. (49.CFR.37.105)

## 3.0 Notification of Policy

MTA will notify the public of the ADA Policy on its website and in the Rider's Guide. The fully copy of the policy is also available upon request at the Mason Transit Authority's transit office located at 601 West Franklin St, Shelton, WA 98584.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



**Title:** Americans with Disabilities Policy  
**Number:** 504  
**Effective:** ~~December 15, 2020~~ January 19, 2021  
~~September 19, 2017;~~  
~~Revised April 16, 2019~~  
 **Cancels:** ~~Resolution No. 2017-26;~~ Resolution  
No. 2019-11 **N/A**  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Authority Board  
~~Resolution No. 2017-26;~~  
~~Resolution No. 2019-11~~ Resolution No.  
2021-05

#### 4.0 Designated Official

MTA shall designate one official within the agency responsible for ADA compliance, modification requests and handling complaints. The contact information is:

Mike Ringgenberg  
Operations Manager  
601 West Franklin St.  
Shelton, WA 98584  
360-432-5733  
mringgenberg@masontransit.org

#### 5.0 Records Retention

MTA will maintain all records relating to this policy for 6-years after the end of the project to comply with the Washington State Department of Transportation Consolidated Grant Program. (Also, see MTA’s POL-206 Records Management Policy.)

#### 6.0 Service, Fares and Holiday Service

MTA operates nine Deviated Fixed Routes and general Dial-a-Ride that are subject to this plan. Express routes and Worker/Driver services are not held to the full ADA statues.

#### 3.0 Fare

MTA is fare-free within the county and provides reduced fare for persons with disabilities for out-of-county routes. ~~Please refer to the most current information on our website or by calling customer service.~~

MTA observes major holidays and is either closed or runs on reduced service on the holiday.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



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~~MTA is fare-free within the County. For travel out-of-county, fares are as follows:~~

- ~~• Senior (65 years of age or older) & Persons with Disabilities (with a Regional Reduced Fare Permit (RRFP)) — \$.50 (one way)~~
- ~~• Adults/Youth — \$1.50 (one way)~~
- ~~• Children 6 years of age and under — No Charge~~

~~Monthly Bus Pass Rates are as follows:~~

- ~~• Senior (65 years of age or older) & Persons with Disabilities (with a RRF) — \$9.00~~
- ~~• Adult (18 to 64 years of age) — \$28.00~~
- ~~• Youth (6 to 17 years of age) — \$18.00~~
- ~~• Summer Youth Adventure Pass (valid Memorial Day through Labor Day only) (6 to 17 years of age) — \$20.00~~
- ~~• Active Duty Military Personnel with Current Military ID — No Charge~~

~~4.0~~ Please refer to the most current information on our website or by calling customer service. ~~Sundays, & Holidays and Reduced Service~~

~~Please refer to the most current information on our website~~

~~<http://www.masontransit.org> or by calling customer service at (360) 427-5033 or 800-374-3747.~~

~~Please refer to the most current information on our website~~

~~<http://www.masontransit.org> or by calling customer service at (360) 427-5033 or 800-374-3747.~~

~~MTA is closed on Sundays and the following holidays:~~

- ~~• New Year's Day~~
- ~~• Martin Luther King Jr. Day~~
- ~~• President's Day (observed)~~
- ~~• Memorial Day (observed)~~
- ~~• Fourth of July~~
- ~~• Labor Day~~
- ~~• Thanksgiving Day~~

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



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• ~~Christmas Day~~

~~MTA operates on Saturday service schedule when a Federal and/or State observed holiday falls on a weekday scheduled service day such as Veterans Day.~~

~~Please refer to the most current information regarding routes, fares and holiday schedule on our website <http://www.masontransit.org> or by calling customer service at (360)-427-5033 or 800-374-3747.~~

#### 5.07.0 ~~Approved Equipment~~ Transporting Mobility Devices

Passengers will be transported provided the lift or ramp and vehicle can physically accommodate them (49 CFR 37.165(b)(1)), unless doing so is inconsistent with legitimate safety requirements (e.g. the combined weight of the wheelchair/occupant exceeds that of the lift or ramp specifications, or the size of the wheelchair would block an aisle or interfere with the safe evacuation of passengers in an emergency (Appendix D to 49 CFR 37.165)). ~~Additionally,~~

MTA can accommodate mobility devices that meet following minimum standards:

- Per 49 CFR 37.3 "Wheelchair" means a mobility aid belonging to any class of three or more wheels, usable indoors, designed or modified for and use by individuals with mobility impairments, whether manually operated or powered. This definition does not include devices not intended for indoor use such as golf carts or all-terrain vehicles, or devices not primarily designed to assist individuals with mobility impairments such as bicycles or tricycles (FTA C 4710.1);

~~• Walkers must be collapsible and able to be stored between seats or in the vehicle's trunk.~~

~~• The mobility device must be in good working order; with batteries charged, tires inflated, footrests attached, and all parts secure. (49 CFR 37.3)~~

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



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- Per Appendix D of 49 CFR 37.3, “persons with mobility disabilities may use devices other than wheelchairs to assist with locomotion. Canes, crutches, and walkers, for example, are often used by people whose mobility disabilities do not require use of a wheelchair. These devices must be accommodated on the same basis as wheelchairs.” Under direction of DOT, this would include OPMDs (Other Power-Driven Mobility Devices) such as a Segway. See: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/use-segways-transportation-vehicles>;
- Appendix D of 49 CFR 37.3 does not require transportation providers to permit an assistive device to be used in a way that departs from or exceeds the intended purpose of the device.

~~Segway or similar electrically motorized personal transportation devices are allowed on MTA when used as a mobility device by a person with a disability. An individual with a disability who uses a Segway as a mobility device is permitted to use the lift unoccupied.~~

#### **6.08.0 Mobility Power Devices Brakes**

When occupying a lift or securement area, it is recommended for safety the brakes on manual mobility devices, if equipped, must be applied, and the, if equipped. With a power switch on power chairs, or scooters, or Segways it is required that the power switch must be turned off to the “off” position.

#### **7.09.0 Portable Oxygen Use**

Individuals with disabilities who use portable oxygen devices are allowed to travel with respirators and ~~properly secured~~ portable oxygen supplies— (49 CFR 37.167(h)) (49 CFR 177.870(b)(c)).

#### **8.010.0 Securement Policy**

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



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~~Per 49 CFR 38.23(d)(3), Operators will use front-facing front and rear tie-downs-floor securements to secure mobility devices, unless if the bus is equipped with a rear-facing passive restraint system (49 CFR 38.159(d)(4), then floor securements are used at the request of the passenger. Operators will secure mobility devices at the strongest parts of the device; however, the passenger can indicate the most optimal tie-down spot. The mobility device will be secured front facing, except when using rear-facing passive restraint. Drivers will assist passengers with securement systems, ramps, and seatbelts (49 CFR 37.165(f)); however, drivers cannot assist riders using power mobility devices chairs or scooters with the operation of their equipment. Per 49 CFR 37.165(d), although MTA cannot refuse to transport someone whose mobility device cannot be satisfactorily restrained-secured provided that the mobility device fits within the definition described in Section 5.0 designated securement location, MTA operators shall use the provided securement system (49 CFR 37.165(c).~~

## 9.011.0 Stop Announcements

~~Per 49 CFR 37.167 (b)(1)(2), on fixed route systems, MTA operators will announce stops, transfer points with other fixed routes, major intersections, destinations points and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their locations.~~

~~Stops at major intersections, transfer points, and destination points will be announced on fixed route buses. Operators will announce other stops upon request or as needed (see 12.0).~~

~~Operators are expected to announce their routes prior to initial departure by which an individual with a visual impairment or other disability can identify the proper vehicle to~~

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enter or be identified to the vehicle operator as a person seeking a ride on a particular route 49 CFR 37.167(c).

### 10.012.0 Personal Care Attendants

~~A Per 49 CFR 37.123(f)(1)(2)(3), Personal~~ a Personal Care Attendant (PCA) is someone who travels with, and helps, a rider who is not able to travel alone and could be a family member or friend acting in the capacity of a PCA. ~~A Per 49 CFR 37.131(c)(3), a~~ PCA may ride with a rider at no charge and must have the same origin and destination as the accompanied passenger (49 CFR 123(f)(3). ~~A guest or companion is anyone who travels on the bus with the passenger who is not designated as the passenger's PCA.~~ The ~~rider~~ passenger must provide ~~his/her~~ their own PCA if needed, ~~and notify~~ If using Dial-A-Ride, the passenger must notify MTA when scheduling ~~a~~ the ride whether or not they will be using a PCA (49 CFR 37.123(f)(2). This information will guarantee a place for the PCA to ride with the ~~rider~~ passenger. Guests and companions may ride on MTA as space is available. Guests and companions must pay regular fare where applicable. ~~A companion is anyone who travels on the bus with the rider who is not designated as the rider's PCA.~~

### 11.013.0 Service Animals

~~A service animal is any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.~~

~~Service animals will be suspended if they are not under the handler's care at all times and performing like a service animal. If a service animal is excluded, the passenger with the disability must still be offered the opportunity to obtain goods, services and~~

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~~accommodations without having the service animal on the premises. In order to ride MTA:~~

- ~~• The service animal must have a harness, leash or other tether; unless the handler is unable to use a tether because of a disability or use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals or other effective means.~~
- ~~• Birds, reptiles, amphibians, rodents, and cats must be kept in an enclosed carrier/container.~~
- ~~• The animal must remain at the passenger's feet or on lap. It may not sit on a vehicle seat.~~
- ~~• The animal must not be aggressive toward people or other animals.~~
- ~~• Rider is responsible for damages or injuries caused by the animal. (49 CFR 37.167(d))~~

Requirement: Per 49 CFR 37.167(d), "The entity MTA shall permit service animals to accompany individuals with disabilities in vehicles and facilities."

Per US DOT 49 CFR 37.3 "Service Animal means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to,

- guiding individuals with impaired vision,
- alerting individuals with impaired hearing to intruders or sounds,
- providing minimal protection or rescue work,
- pulling a wheelchair, or
- fetching dropped items."

Although the US DOJ amended its definition of a service animal to include only dogs and miniature horses, it does not apply in public transportation facilities or vehicles, which are subject to the US DOT definition. In addition, the Air Carrier Access Act (ACAA)

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includes animals that provide emotional support (comfort animals), this is not the case for public transit agencies. (National RTAP: Services Animals June 2, 2020)

Per RCW 49.60.214, misrepresentation of a pet as service animal is a civil infraction. The owner and pet may be excluded from MTA vehicles if in violation.

To ensure adequate space is available for the animal, MTA may ask riders for notification of their intent to ride with a service animal (FTA C 4710.1(2.6)).

Caring for a service animal is the responsibility of the passenger or a PCA (28 CFR 35.136(e)). A passenger's request that the driver take charge of a service animal may be denied (49 CFR 37 Appendix E, Example 15).

Per 28 CFR 35.136(b)(1)(2)(c), service animals will be excluded if they are not under the handler's control ~~care~~ at all times or the animal is not housebroken. If a service animal is excluded, the passenger with the disability will still be offered the opportunity to obtain goods, services and accommodations without having the suspended service animal on the premises.

*Inquiries and documentation:* Per 28 CFR 35.136(f) ~~MTAA-public entity~~ shall not ask about the nature or extent of a person's disability but may make two inquiries to determine whether an animal qualifies as a service animal. ~~MTAA-public entity~~ may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. ~~MTAA-public entity~~ shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, ~~a public entity~~ MTA may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

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In order to ride MTA:

- A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means) (28 CFR 35.136(d)).
- Birds, reptiles, amphibians, rodents, cats and other pets must be kept in an enclosed carrier or container. The container must not block any aisleway or be on a seat.
- The animal must remain at the passenger's feet or on lap. It may not sit on a vehicle seat nor block an aisle way.
- The animal must not be aggressive toward people or other animals.
- The passenger is responsible for damages or injuries caused by the animal (28 CFR 35.136(h)).
- Miniature Horses: Reasonable modifications, assessment factors and other requirements are outlined in 28 CFR 35.136 (i)(1),(2)(i)(ii)(iii)(iv),(3).
- For more information, please see [https://www.ada.gov/regs2010/service\\_animal\\_qa.html](https://www.ada.gov/regs2010/service_animal_qa.html)

#### 12.014.0 **Courtesy, ~~and~~ Sensitivity and Reasonable Modification**

MTA is committed to providing safe, reliable, courteous, accessible and user-friendly services to its customers. To ensure equality and fairness, reasonable modifications to its policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities. Request for accommodations can be made by calling Customer Service at 360-427-5033 or 800-374-3747 or by email at [MTA@MasonTransit.Org](mailto:MTA@MasonTransit.Org)

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



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All ~~employees~~ MTA personnel are expected to be polite and considerate. ~~The Operator is the first line of contact for public relations.~~ The courteous, sensitive and professional image that ~~the Operator~~ MTA personnel displays determines the success and reputation of Mason Transit within the community.

~~It is important that Operators demonstrate sensitivity to all persons.~~ Mason Transit is committed to making public transportation in Mason County accessible to everyone, and ~~Additionally, Mason Transit~~ strives to make reasonable modifications to our policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities.

Customers will be accommodated where possible, as long as it does not fundamentally alter the nature of our service, create a direct threat to the health and safety of others, or cause an undue financial burden. For example, a request should be granted if a customer with diabetes or another medical condition requests to eat or drink aboard a vehicle to avoid adverse health consequences, ~~the request should be granted or take medication including conducting finger stick blood glucose testing and administer insulin injection (49 CFR 37 Appendix E (6)(7)).~~ However, a customer request that an Operator take charge of a service animal may be denied (28 CFR 35.136(e) and 49 CFR 37 Appendix E, Example 15). ~~Caring for a service animal is the responsibility of the customer or a PCA.~~ If a customer requests a reasonable modification from an Operator during transit, in some situations, the Operator may need to consult with Dispatch prior to granting or denying a request.

~~Operators~~ MTA employees are reminded not all disabilities are visible. ~~The Operator should always answer questions regarding MTA service.~~ Operators and will honor all requests from the customer for the use of a lift or kneeling device.

~~Extra caution should be taken while driving over rough road conditions as a courtesy to all customers. Hard stops and starts should be avoided. Customers specifically traveling in secured mobility devices are more likely to feel effects of rough road conditions.~~

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~~Operators should be proactive by helping customers in need of additional call out assistance. Some customers may not wish to be singled out; it is important, however, to offer to call out the stop for some customers; these can include customers with service animals, guide canes, new customers and others.~~

### 13.015.0 Boarding Assistance

MTA Operators ~~are trained and shall~~ are expected to provide assistance to passengers to ensure safe boarding and de-boarding. Passengers ~~shall~~ must be ~~allowed~~ provided adequate time to complete boarding and disembark from the vehicle (49 CFR 37.167(i)).

### 14.016.0 Maintenance of Lifts or Ramps

MTA ~~shall~~ has ~~establis~~ hed a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative (49 CFR 37.163(b)).

Operators ~~shall~~ must report to dispatch, by the most immediate means available, any failure of a lift to operate in service (49 CFR 37.163(c)). Operators ~~must~~ are expected to test the lift or ramp during the pre-trip inspection.

When a lift is discovered to be inoperative, MTA shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service (49 CFR 37.163(d)). If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service will reduce the transportation service MTA is able to provide, the vehicle may be kept in service with an inoperable lift for no more than three days from the day on which the lift is discovered to be inoperative (49 CFR 37.163(e)).

In any case in which a vehicle is operating on a fixed route with an inoperative lift, and the headway to the next accessible vehicle on the route exceeds 30 minutes, the entity

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shall promptly provide alternative transportation to individuals with disabilities who are unable to use the vehicle because its lift does not work. (49 CFR 37.163(f))

#### 15.017.0 ~~Priority Seating and Reserved Seating~~

~~Per 49 CFR 37.167(j)(4), priority seating for elderly persons and persons with disabilities are provided. Mobility device securement areas on buses are reserved. Passengers using common mobility aids shall be boarded if the securement areas are not otherwise occupied by a mobility device, regardless of the number of passengers on the bus. Operators are required to ask passengers sitting in the securement areas to move to other available seats or to stand.~~

It may be necessary for Operators to ask other passengers to yield the designated priority seating ~~at the front of the bus~~ to seniors and persons with disabilities.

~~Drivers/Operators~~ are not required to enforce the ~~priority seating designation beyond making such a request that other passengers move from priority seating areas or wheelchair securement locations (49 CFR 37.167(3)).~~

#### ~~16.0~~ ~~Suspension of Service~~

~~A rider's privileges may be suspended for any infraction on any MTA property, including vehicles, bus stops, or stations in violation of RCW 9.91.025.~~

#### ~~17.0~~ ~~Notification of Policy~~

~~MTA will notify the public of the ADA policy on the website and in the Schedule and Guide Book.~~

#### ~~18.0~~ ~~Reasonable Accommodation~~

~~MTA is committed to providing safe, reliable, courteous, accessible and user friendly services to its customers. To ensure equality and fairness, reasonable modifications to~~

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~~its policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities. Request for accommodations can be made by calling Customer Service at 360-427-5033 or 800-374-3747 or by email at mta@masontransit.org.~~

~~19.0 Dial-A-Ride~~

~~MTA provides Dial-A-Ride service for riders who experience difficulty using routed service as well as rural riders. Because there are no eligibility requirements, anyone can request Dial-A-Ride service. Dial-A-Ride service is based on time and space availability.~~

~~MTA operators provide the following types of trips:~~

<del>Trip Type</del>	<del>Description</del>
<del>Curb to Curb</del>	<del>Customer taken from curb of pickup to curb of destination</del>
<del>Door to Door</del>	<del>Customer taken from door of pickup to door of destination</del>

18.0 Complaint Process

~~—Mason Transit has established a Customer Comment/Complaint Policy and customers wishing to file a complaint and/or obtain a copy of the Customer Comment/Complaint Policy may contact Mason Transit Authority at 360-427-5033 or 800-374-3747; on the web at [www.masontransit.org](http://www.masontransit.org); or in person at the Transit-Community Center Customer Service Office located at 601 West Franklin Street, Shelton, WA 98584. Notification of Policy~~

~~—This policy will be made available to the public on MTA’s website.~~

~~20.0~~

21.0 Ride Requests Scheduling Hours:

22.0 Monday through Saturday 8:00 am to 5:00 pm

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



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~~23.0~~ ***Information/Ride Cancellation Hours:***

~~24.0~~ ~~Monday through Saturday~~ ~~8:00 am to 8:30 pm~~

~~25.0~~ ~~Rides may be cancelled before or after hours by leaving a voice mail at 360-427-5033 with name, date and time of reservation and contact number.~~

~~26.0~~ ***Dial-A-Ride Operating Hours:***

~~27.0~~ ~~Monday through Friday~~ ~~6:00 am to 8:30 pm~~

~~28.0~~ ~~Saturday~~ ~~6:30 am to 8:15 pm~~

~~29.0~~

~~30.0~~ ***Trip Scheduling:***

~~31.0~~ ~~MTA accepts reservations up to 14 days in advance and riders are encouraged to call at least 48 hours in advance to ensure a ride is available. MTA Customer Service Representatives will try to accommodate same day requests received with a minimum two hour notice but is not considered a guarantee. Because the Dial-A-Ride service is shared with other riders, the Customer Service Representatives may ask that riders be flexible with their pick-up time in order to fit requests with already scheduled rides.~~

~~32.0~~

~~33.0~~ ***Changing Ride Times:***

~~34.0~~ ~~If a rider needs to change their ride, please be aware that only the rider or person who scheduled the ride can change the appointment unless otherwise noted in the client's file.~~

~~35.0~~ ***Trip Cancellation:***

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



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**Effective:** ~~December 15, 2020~~ January 19, 2021  
~~September 19, 2017;~~  
~~Revised April 16, 2019~~  
**Cancels:** ~~Resolution No. 2017-26;~~ Resolution  
No. 2019-11 **N/A**  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Authority Board  
~~Resolution No. 2017-26;~~  
~~Resolution No. 2019-11~~ Resolution No.  
2021-05

~~36.0 — MTA requires that riders give at least two hours' notice if unable to take a scheduled ride or rides. The Customer Service Representative must be informed of the dates and times of the trip or trips being cancelled. Riders must remember to cancel the return trip at the same time if it is not needed. Trips cancelled with less than two hours' notice will result in the rider receiving a late cancellation. Two late cancellations equal one no-show.~~

~~**37.0 — No-Show Policy:**~~

~~38.0 — Riders, who schedule Dial-A-Ride or Deviated Fixed Route service trips and repeatedly no show or have excessive late cancellations, may be suspended from both services. If a trip is missed, the return trip is automatically cancelled.~~

~~39.0 — If a rider no shows three or more Dial-A-Ride or Deviated Fixed Route trips in a 30 day period, they may be suspended from Mason Transit's service for a minimum of one week. The second suspension will be for a two week period, the third suspension will be for a three week period, and so on. Each suspension increases by seven days within a 12 month period.~~

~~**40.0 — Travel Training**~~

~~41.0 —~~

~~42.0 — MTA offers free travel training for anyone who may feel unsure about riding the bus. The training is customized to meet each person's needs such as reading the schedule, making transfers, boarding the bus, etc.~~

~~43.0 —~~

~~**44.0 — Visitor Certification**~~

~~45.0 — MTA does not require certification for visitors.~~

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook



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No. 2019-11 **N/A**  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Authority Board  
~~Resolution No. 2017-26;~~  
~~Resolution No. 2019-11~~ Resolution No.  
2021-05

#### **46.0 — Complaint Process**

~~47.0 — MTA is committed to providing safe, reliable and accessible transportation for the community. MTA has established a Customer Comment Policy that provides a variety of ways to receive input and ensures that persons making comments receive an acknowledgement of their comments and a report on the outcomes of any investigations or changes that may result.~~

~~48.0 — Any person who believes himself/herself or any specific class of individuals to be harmed by failure to comply with this policy may, personally or through a representative, file a written complaint. A complaint must be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the General Manager or designee.~~

~~49.0 — Customers wishing to file a complaint and/or obtain a copy of the Customer Comment Policy may contact MTA at (360) 427-5033 or (360) 426-9434, or in person at MTA's administration office located at 790 E. Johns Prairie Road, Shelton, WA, or on MTA's Website at [www.masontransit.org](http://www.masontransit.org)~~

See Also: Title VI Policy; [Records Management Policy](#); [EEO Policy](#); [No-Show Policy](#); [Customer Comment/Complaint Policy](#); Employee Handbook

**RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
REVISING THE AMERICANS WITH DISABILITIES POLICY (POL-504)  
AND SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY  
ADOPTED OR APPROVED AMERICANS WITH DISABILITIES POLICY,  
INCLUDING RESCINDING RESOLUTION NO. 2019-11.**

**WHEREAS**, the Americans with Disabilities Policy (POL-504) was last approved by the Mason Transit Authority Board in 2019; and

**WHEREAS**, the policy has been substantially updated to ensure that MTA policy is in alignment to federal and state regulations;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the revised Americans with Disabilities Policy (POL-504), which is attached hereto and incorporated herein, be established and adopted; and

**BE IT FURTHER RESOLVED** that this Mason Transit Authority Americans with Disabilities Policy (POL-504) shall supersede and replace in full any previously adopted or approved Mason Transit Authority Americans with Disabilities Policy, including rescinding Resolution No. 2019-11.

Adopted this 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
[Vacant], Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member


\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

	<p><b>Title:</b> Americans with Disabilities Policy</p> <p><b>Number:</b> 504</p> <p><b>Effective:</b> January 19, 2021</p> <p><b>Cancels:</b> Resolution No. 2019-11</p> <p><b>Prepared by:</b> Mike Ringgenberg, Operations Manager</p> <p><b>Approved by:</b> Authority Board Resolution No. 2021-05</p>
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**POL-504 AMERICANS WITH DISABILITIES**

This policy applies to all Mason Transit Authority (MTA) employees and services.

**1.0 Purpose**

The Americans with Disabilities Act (ADA) is civil rights legislation which requires that persons with disabilities receive transportation services equal to those available on the fixed route service. The Americans with Disabilities Act was signed into law on July 26, 1990.

The purpose of this policy is to ensure compliance with the Americans with Disabilities Act. The ADA requires that:

- MTA shall not discriminate against an individual with a disability in connection with the provision of transportation service (49 CFR 37.5(a));
- Notwithstanding the provision of any special transportation service to individuals with disabilities, MTA shall not, on the basis of disability, deny to any individual with a disability the opportunity to use the entity's transportation service for the general public, if the individual is capable of using that service (49 CFR 37.5(b));
- It is not discrimination for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons (49 CFR 37.5(h));
- An individual with a disability shall not be required to be accompanied by an attendant (49 CFR 37.5(e)) nor be required to use designated priority seats if the individual chooses not to do so (49 CFR § 37.5(c));
- MTA shall not refuse to serve an individual with a disability or require anything contrary to this part because its insurance company conditions coverage or rates on the absence of individuals with disabilities or requirements contrary to this part (49 CFR § 37.5(g)).

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



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<b>Approved by:</b>	Authority Board Resolution No. 2021-05

## 2.0 Policy

It is the policy of MTA that, when reviewed in their entirety, services, programs, facilities and communications provided by MTA, directly or by a contracted service provider, are readily accessible and usable to individuals with disabilities to the maximum extent possible. (49.CFR.37.105)

## 3.0 Notification of Policy

MTA will notify the public of the ADA Policy on its website and in the Rider’s Guide. The fully copy of the policy is also available upon request at the Mason Transit Authority’s transit office located at 601 West Franklin St, Shelton, WA 98584.

## 4.0 Designated Official

MTA shall designate one official within the agency responsible for ADA compliance, modification requests and handling complaints. The contact information is:

Mike Ringgenberg  
Operations Manager  
601 West Franklin St.  
Shelton, WA 98584  
360-432-5733  
[mringgenberg@masontransit.org](mailto:mringgenberg@masontransit.org)

## 5.0 Records Retention

MTA will maintain all records relating to this policy for 6-years after the end of the project to comply with the Washington State Department of Transportation Consolidated Grant Program. (Also, see MTA’s POL-206 Records Management Policy.)

## 6.0 Service, Fares and Holiday Service

MTA operates nine Deviated Fixed Routes and general Dial-a-Ride that are subject to this plan. Express routes and Worker/Driver services are not held to the full ADA statues.

MTA is fare-free within the county and provides reduced fare for persons with disabilities for out-of-county routes.



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MTA observes major holidays and is either closed or runs on reduced service on the holiday.

Please refer to the most current information regarding routes, fares and holiday schedule on our website <http://www.masontransit.org> or by calling customer service at (360)-427-5033 or 800-374-3747.

## 7.0 Transporting Mobility Devices

Passengers will be transported provided the lift or ramp and vehicle can physically accommodate them (49 CFR 37.165(b)(1), unless doing so is inconsistent with legitimate safety requirements (e.g. the combined weight of the wheelchair/occupant exceeds that of the lift or ramp specifications, or the size of the wheelchair would block an aisle or interfere with the safe evacuation of passengers in an emergency (Appendix D to 49 CFR 37.165)).

MTA can accommodate mobility devices that meet following minimum standards:

- Per 49 CFR 37.3 “*Wheelchair*” means a mobility aid belonging to any class of three or more wheels, usable indoors, designed or modified for and use by individuals with mobility impairments, whether manually operated or powered. This definition does not include devices not intended for indoor use such as golf carts or all-terrain vehicles, or devices not primarily designed to assist individuals with mobility impairments such as bicycles or tricycles (FTA C 4710.1);
- Per Appendix D of 49 CFR 37.3, “persons with mobility disabilities may use devices other than wheelchairs to assist with locomotion. Canes, crutches, and walkers, for example, are often used by people whose mobility disabilities do not require use of a wheelchair. These devices must be accommodated on the same basis as wheelchairs.” Under direction of DOT, this would include OPMDs (Other Power-Driven Mobility Devices) such as a Segway. See: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/use-segways-transportation-vehicles>;
- Appendix D of 49 CFR 37.3 does not require transportation providers to permit an assistive device to be used in a way that departs from or exceeds the intended purpose of the device.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook  
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<b>Title:</b>	Americans with Disabilities Policy
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<b>Approved by:</b>	Authority Board Resolution No. 2021-05

## 8.0 Mobility Power Devices

When occupying a lift or securement area, it is recommended for safety the brakes on manual mobility devices, if equipped, be applied, and the power switch on power chairs, scooters, or Segways must be turned off.

## 9.0 Portable Oxygen Use


Individuals with disabilities who use portable oxygen devices are allowed to travel with respirators and portable oxygen supplies (49 CFR 37.167(h)) (49 CFR 177.870(b)(c)).

## 10.0 Securement Policy

Per 49 CFR 38.23(d)(3), operators will use front-facing front and rear floor securements to secure mobility devices. If the bus is equipped with a rear-facing passive restraint system (49 CFR 38.159(d)(4)), then floor securements are used at the request of the passenger. Operators will secure mobility devices at the strongest parts of the device; however, the passenger can indicate the most optimal tie-down spot. Drivers will assist passengers with securement systems, ramps, and seatbelts (49 CFR 37.165(f)); however, drivers cannot assist riders using power mobility devices with the operation of their equipment. Per 49 CFR 37.165(d), although MTA cannot refuse to transport someone whose mobility device cannot be satisfactorily secured provided the mobility device fits within the designated securement location, MTA operators shall use the provided securement system (49 CFR 37.165(c)).

## 11.0 Stop Announcements

Per 49 CFR 37.167 (b)(1)(2), on fixed route systems, MTA operators will announce stops, transfer points with other fixed routes, major intersections, destinations points and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their locations. Operators are expected to announce their routes prior to initial departure by which an individual with a visual impairment or other disability can identify the proper vehicle to enter or be identified to the vehicle operator as a person seeking a ride on a particular route 49 CFR 37.167(c).

	<p><b>Title:</b> Americans with Disabilities Policy</p> <p><b>Number:</b> 504</p> <p><b>Effective:</b> January 19, 2021</p> <p><b>Cancel:</b> Resolution No. 2019-11</p> <p><b>Prepared by:</b> Mike Ringgenberg, Operations Manager</p> <p><b>Approved by:</b> Authority Board Resolution No. 2021-05</p>
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**12.0 Personal Care Attendants**

Per 49 CFR 37.123(f)(1)(2)(3), a Personal Care Attendant (PCA) is someone who travels with and helps a rider who is not able to travel alone and could be a family member or friend acting in the capacity of a PCA. Per 49 CFR 37.131(c)(3), a PCA may ride with a rider at no charge and must have the same origin and destination as the accompanied passenger (49 CFR 123(f)(3). A guest or companion is anyone who travels on the bus with the passenger who is not designated as the passenger’s PCA. The passenger must provide their own PCA if needed. If using Dial-A-Ride, the passenger must notify MTA when scheduling the ride whether or not they will be using a PCA (49 CFR 37.123(f)(2). This information will guarantee a place for the PCA to ride with the passenger. Guests and companions may ride on MTA as space is available. Guests and companions must pay regular fare where applicable.

**13.0 Service Animals**

Requirement: Per 49 CFR 37.167(d), MTA shall permit service animals to accompany individuals with disabilities in vehicles and facilities.”

Per US DOT 49 CFR 37.3 “*Service Animal* means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to,

- guiding individuals with impaired vision,
- alerting individuals with impaired hearing to intruders or sounds,
- providing minimal protection or rescue work,
- pulling a wheelchair, or
- fetching dropped items.”

Although the US DOJ amended its definition of a service animal to include only dogs and miniature horses, it does not apply in public transportation facilities or vehicles, which are subject to the US DOT definition. In addition, the Air Carrier Access Act (ACAA) includes animals that provide emotional support (comfort animals), this is not the case for public transit agencies. (National RTAP: Services Animals June 2, 2020)

Per RCW 49.60.214, misrepresentation of a pet as service animal is a civil infraction. The owner and pet may be excluded from MTA vehicles if in violation.



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To ensure adequate space is available for the animal, MTA may ask riders for notification of their intent to ride with a service animal (FTA C 4710.1(2.6)).

Caring for a service animal is the responsibility of the passenger or a PCA (28 CFR 35.136(e)). A passenger's request that the driver take charge of a service animal may be denied (49 CFR 37 Appendix E, Example 15).

Per 28 CFR 35.136(b)(1)(2)(c), service animals will be excluded if they are not under the handler's control at all times or the animal is not housebroken. If a service animal is excluded, the passenger with the disability will still be offered the opportunity to obtain goods, services and accommodations without having the suspended service animal on the premises.

*Inquiries and documentation:* Per 28 CFR 35.136(f) MTA shall not ask about the nature or extent of a person's disability but may make two inquiries to determine whether an animal qualifies as a service animal. MTA may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. MTA shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, MTA may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

In order to ride MTA:

- A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means) (28 CFR 35.136(d)).
- Birds, reptiles, amphibians, rodents, cats and other pets must be kept in an enclosed carrier or container. The container must not block any aisleway or be on a seat.
- The animal must remain at the passenger's feet or on lap. It may not sit on a vehicle seat nor block an aisle way.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook  
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<b>Prepared by:</b>	Mike Ringgenberg, Operations Manager
<b>Approved by:</b>	Authority Board Resolution No. 2021-05

- The animal must not be aggressive toward people or other animals.
- The passenger is responsible for damages or injuries caused by the animal (28 CFR 35.136(h)).
- Miniature Horses: Reasonable modifications, assessment factors and other requirements are outlined in 28 CFR 35.136 (i)(1),(2)(i)(ii)(iii)(iv),(3).
- For more information, please see [https://www.ada.gov/regs2010/service\\_animal\\_qa.html](https://www.ada.gov/regs2010/service_animal_qa.html)

#### 14.0 Courtesy, Sensitivity and Reasonable Modification

MTA is committed to providing safe, reliable, courteous, accessible and user-friendly services to its customers. To ensure equality and fairness, reasonable modifications to its policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities. Request for accommodations can be made by calling Customer Service at 360-427-5033 or 800-374-3747 or by email at [MTA@MasonTransit.Org](mailto:MTA@MasonTransit.Org)

All MTA personnel are expected to be polite and considerate. The courteous, sensitive and professional image that MTA personnel display determines the success and reputation of Mason Transit within the community.

Mason Transit is committed to making public transportation in Mason County accessible to everyone and strives to make reasonable modifications to our policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities.

Customers will be accommodated where possible, as long as it does not fundamentally alter the nature of our service, create a direct threat to the health and safety of others, or cause an undue financial burden. For example, a request should be granted if a customer with diabetes or another medical condition requests to eat or drink aboard a vehicle to avoid adverse health consequences, or take medication including conducting finger stick blood glucose testing and administer insulin injection (49 CFR 37 Appendix E (6)(7)). However, a customer request that an Operator take charge of a service animal may be denied (28 CFR 35.136(e) and 49 CFR 37 Appendix E, Example 15). If a customer requests a reasonable modification from an Operator during transit, in some situations, the Operator may need to consult with Dispatch prior to granting or denying a request.



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<b>Prepared by:</b>	Mike Ringgenberg, Operations Manager
<b>Approved by:</b>	Authority Board Resolution No. 2021-05

MTA employees are reminded not all disabilities are visible and will honor all requests from the customer for the use of a lift or kneeling device.

### **15.0 Boarding Assistance**

MTA Operators are trained and are expected to provide assistance to passengers to ensure safe boarding and de-boarding. Passengers must be provided adequate time to complete boarding and disembark from the vehicle (49 CFR 37.167(i)).

### **16.0 Maintenance of Lifts or Ramps**

MTA has established a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative (49 CFR 37.163(b)).

Operators must report to dispatch, by the most immediate means available, any failure of a lift to operate in service (49 CFR 37.163(c)). Operators are expected to test the lift or ramp during the pre-trip inspection.

When a lift is discovered to be inoperative, MTA shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service (49 CFR 37.163(d)). If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service will reduce the transportation service MTA is able to provide, the vehicle may be kept in service with an inoperable lift for no more than three days from the day on which the lift is discovered to be inoperative (49 CFR 37.163(e)).


In any case in which a vehicle is operating on a fixed route with an inoperative lift, and the headway to the next accessible vehicle on the route exceeds 30 minutes, the entity shall promptly provide alternative transportation to individuals with disabilities who are unable to use the vehicle because its lift does not work. (49 CFR 37.163(f))

### **17.0 Priority Seating**

Per 49 CFR 37.167(j)(4), priority seating for elderly persons and persons with disabilities are provided.

It may be necessary for Operators to ask other passengers to yield the designated priority seating to seniors and persons with disabilities.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook  
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	<p><b>Title:</b> Americans with Disabilities Policy</p> <p><b>Number:</b> 504</p> <p><b>Effective:</b> January 19, 2021</p> <p><b>Cancels:</b> Resolution No. 2019-11</p> <p><b>Prepared by:</b> Mike Ringgenberg, Operations Manager</p> <p><b>Approved by:</b> Authority Board Resolution No. 2021-05</p>
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Operators are not required to enforce the request that other passengers move from priority seating areas or wheelchair securement locations (49 CFR 37.167(3)).

**18.0 Complaint Process**

Mason Transit has established a Customer Comment/Complaint Policy and customers wishing to file a complaint and/or obtain a copy of the Customer Comment/Complaint Policy may contact Mason Transit Authority at 360-427-5033 or 800-374-3747; on the web at [www.masontransit.org](http://www.masontransit.org); or in person at the Transit-Community Center Customer Service Office located at 601 West Franklin Street, Shelton, WA 98584.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 7 – *Actionable*  
**Subject:** Request Rescinding of Service Animals and Pets Policy (POL-508)  
**Prepared by:** Mike Ringgenberg, Operations Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

### **Background:**

As stated in the previous agenda item, the updated Americans with Disabilities Policy incorporates the necessary definitions and requirements relating to service animals and pets, thus MTA's Service Animals and Pets Policy (POL-508) is now redundant.

Legal Counsel and staff recommend rescinding Resolution No. 2019-33 approving the policy, as discussed during the January Policy Review Committee meeting.

**Summary:** Rescind Resolution No. 2019-33 that approved MTA's Service Animals and Pets Policy (POL-508).

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-06 rescinding Resolution No. 2019-33.

**RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
RESCINDING RESOLUTION NO. 2019-33 WHICH APPROVED MASON  
TRANSIT AUTHORITY'S SERVICE ANIMALS AND PETS POLICY.**

**WHEREAS**, the Americans with Disabilities Policy (POL-504) contains definitions and requirements relating to service animals and pets; and

**WHEREAS**, Resolution No. 2019-33 previously approved MTA's Service Animals and Pets Policy (POL-508), which policy is now redundant and the resolution approving that policy should be rescinded;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that Resolution No. 2019-33 is hereby rescinded.

Adopted this 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

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[Vacant], Authority Member

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Matt Jewett, Authority Member

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Wes Martin, Authority Member

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Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report Item 1 - *Informational*  
**Subject:** Mason Transit Authority Regional Mobility Park and Ride Progress Update  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

### **Summary for Discussion Purposes:**

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

Permitting: Permits have been completed for the MTA Park and Ride Development Program.

Pear Orchard Construction: Scarsella is progressing construction. Paving is scheduled for January as weather prevented completion in December before Lakeside closed for the holidays. Next steps will include landscaping, striping, and final electrical work. Anticipated all work will be completed by end of February.

Program Construction: Rognlin's is sending in submittals and RFIs for the overall project. Rognlin's will begin to order critical elements of the Belfair, Pickering and Shelton/Matlock park and ride to address long lead times for certain items. Work on the Belfair Park & Ride will begin in February with anticipation of completion by end of June 2021. Building and bus parking lot will begin mid 2021.

Other progress: Scarsella/Parsons has completed the work at the Shelton/Matlock park and ride. A meeting to accept the project is scheduled next week. Next steps will be for Rognlin's to complete the lighting, cameras, fence and landscaping.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report Item 2 – *Informational*

**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant

**Approved by:** Danette Brannin, General Manager

**Date:** January 19, 2021

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 19, 2021

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 19, 2021

## GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

### **Park & Ride Development:**

- Pear Orchard is under construction.
- Shelton/Matlock first phase completed by WSDOT.
- Please see Park & Ride informational page for more details.

### **T-CC Parking Lot:**

- We are still waiting for the No Further Action opinion. Received feedback from Ecology and Landau Associates is responding to provide the information needed.

### **EDC:**

- Attended EDC Board Meeting.

### **WSTIP:**

- Planning Board Retreat.

### **WSTA/SMTA:**

- Attended SMTA legislative call.

### **Webinars:**

Attended the following webinars:

- FTA Coronavirus Relief Information

### **PRTPO:**

- PRTPO Board Meeting.
- Participated in PRTPO Consolidated Grant Ranking.

### **External Activities:**

- Chamber virtual luncheon – Presentation on Avoiding Burnout during COVID-19.
- Interview with newspaper
- Attended Opioid Stakeholders meeting.
- Participated in Jefferson Transit's Long-Range Plan Agency Advisory Committee

### **Internal Activities:**

- Worked with Ops Team on COVID-19 issues.
- Met with JayRay (PR firm) to work on 1<sup>st</sup> quarter campaigns and other promotional material.
- Reviewed contract and finalized details for Right Systems Inc to be our IT outsource company.
- Completed direct reports annual reviews.
- Employee Engagement Committee meetings.
- Prepared, reviewed, updated and/or edited policies: MTA Supplemental Leave.
- Met with Board Policy Committee.
- Discuss with labor attorney regarding recall of drivers.

### **Board Assistance, Awareness and Support:**

- Park & Ride projects are moving forward. In 2021-2023 biennium, the governor's budget shows our project is projected to have funding. Should this change and funding is moved further out, I would like the board to authorize using funds in reserves to complete the project. I will meet with the Operations and Maintenance Board Committee to discuss the funding needed to complete the project or portions of the project.
- Vanpool – We are going to be down to two vanpools come February. In discussion with the other managers, we feel vanpool should not be something MTA focuses on for the future. Our neighboring transits have robust programs that are difficult for MTA to compete with. Our thought is to let the program dwindle by attrition until it comes time for van replacement. Once vans need replaced, we will move an existing vanpools to another agency. We have tried over the last several years to market our

program, with little success. Kathy spent many hours attempting to get new vanpools started. Focusing resources on the community van program as well as new services seems to be a better direction with more impact.

## TEAM UPDATES

### **ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty**

#### **HR Support**

- Employee Engagement Committee meetings.
- Met with managers to discuss Covid guidelines.
- Prepare payroll system for 2021.
- Communicate with laid off drivers to discuss their return.
- Working to optimize employee communications through the payroll system via reference libraries within.
- Discuss FMLA case with labor attorney.
- Review Supplemental Leave/FFCRA policy.
- Provide guidance to Ops to ensure all CDL holder medical certifications are on file with DOL as per new requirements.
- Managed several upcoming potential FMLA cases.

#### **Recruiting**

- Researched and implemented a skills assessment screening for open position.
- Began initial interviews of 5 candidates for Accounting Coordinator position.

#### **Administrative Functions**

- Reviewed contract for IT outsourcing.
- Participated in Board Policy Committee meeting
- Met with WSTIP re liability coverage for Volunteer Driver program.
- Completed review and preparation to surplus remaining obsolete fixed asset items.
- Attended GFOA Budget Presentation webinar
- Attended MIP Abila (financial software) virtual conference.
- Reviewed list of additional surplus items to be presented.
- Reviewed procurement for TCC Office build and IT outsourcing.
- Both Accounting Specialists are taking advantage of DES training opportunities including Human Resource skills and procurement training.
- Audited and updated ridership charts.

### **MAINTENANCE/FACILITIES – Marshall Krier**

#### **Outreach and meetings:**

- Met with WSTA staff to discuss Spring Maintenance virtual meeting

#### **T-CC Facility:**

**Gym:** No Events held in the gym this December due to Covid-19.

**Conference Room:** No activity due to COVID-19 virus.

**Kitchen:** There were no users of the kitchen facility for the month of December

#### **T-CC Building Projects/Purchases/Maintenance**

##### Projects/Purchases

- On-going deep cleaning for COVID-19.
- Drafted RFP for architecture T-CC office remodel.
- Delivery of surplus items to State Surplus.
- Finalized kitchen use agreement with Tech Ventures Inc., a new kitchen user.

- Took delivery of the new scissor lift for the T-CC and JP maintenance.
- Repaired defective HVAC units on the gymnasium portion of the T-CC.
- Installed COVID barriers in the customer service area.

#### Johns Prairie and Belfair Building Projects/Purchases/Maintenance:

- Placed the order for the mini cutaway.
- On-going maintenance for the temporary Belfair office.
- On-going deep cleaning for COVID-19.
- Completed parking bollards at JP facility.
- Processing end of year reports for WSDOT and Ecology.

#### OPERATIONS – Mike Ringgenberg

- **COVID-19:** In December we transported seven individuals to MGH to be COVID-19 tested. We also installed Public Service Announcements in our bus shelters to remind riders that if they are sick to stay home.
- **Ecolane App:** Our goal is to have the DAR Ecolane scheduling app available for riders to begin to schedule rides in Feb 2021.
- **Layoffs:** We are in the process of bringing back the last 3 drivers who were laid off in Sept 2020.
- **Meals on Wheels:** We delivered 1,001 meals to Mason County residents in December and for 2020 we delivered a total of 9,485 meals!
- **Outreach presentations:** All outreach presentations have stopped during the COVID-19 outbreak.
- **Policies:** We are sending the ADA policy POL-504 to the board in Jan 2021.
- **Ridership:** We had 13,808 total riders in all modes of transportation in December 2020. This is up 851 riders from November 2020!! We finished the year with 220,254 riders for the year, which was down 52% from 2019 (we lost 240,085 riders in 2020).
- **Shake ups:** We are currently working on the February 1, 2021 shake up.
  - During this shakeup we will be adding back the following service:
    - three route 4s during the day.
    - two route 6s during the day.
    - one route 5 in the evening.
    - two route 7s in the evening to help get the route 6 riders' home.
    - We have created two route 16s to provide service thru our Shelton Matlock Park & Ride to Olympia.
- **Training:** We are gearing up to train 28 drivers on PASS 7.0 training and 17 drivers will be scheduled for CPR/FA/AED training during the first quarter of 2021.
- **Vanpool:** Usage rate for December 2020 was 50%; 5 of 10 vans were in use. (we currently only have 2 vanpools on the road, the other 3 are working on disbanding).
- **Worker/Drivers:** Two new worker/drivers are in route training this month to learn the four W/D routes to the shipyard.

## 2021 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2021 Work Items	Completed as of 1/15/2021	Progress
<b>Objective 1: Safe and Secure</b>		
1st Quarter Driver training and refresher training as required		
2nd Quarter Driver training and refresher training as required		
3rd Quarter Driver training and refresher training as required		
4th Quarter Driver training and refresher training as required		
Change from flag stop to fixed stop in urban area of Shelton		
Curbs or bollards at Johns Prairie	√	Bollards are in place along the building where parking is available.
Review WSTIP Best Practices for Safety		
Continue to monitor COVID-19 compliance and adjust for any mandates as needed		
Update Safety Manual and prepare Emergency Plan		
Roof replacement for the Radich building		
L&I Review of the T-CC		
<b>Objective 2: Effective Transportation Services</b>		
Benchmark route performance and monitor low-performing routes		
Review DAR services and hours to ensure efficiency and availability of resources		
Seek new route opportunities		
Passenger Apps for scheduling and tracking bus		
Sign at T-CC for estimated time of arrivals for fixed route		
Explore on-demand services for Shelton and Belfair		
Internal assistance with Volunteer Driver Program Transportation		
Conduct outreach for all service changes and new park & ride openings		
Plan for restoring to full service (Pre-COVID) and adjust where needed to improve service		
<b>Objective 3: Financial Stewardship</b>		
Records Management - Network reorganization		
Hire an Accounting Coordinator with high level accounting skills		
Prepare Fixed Asset policy, Investment policy, and other financial policies as identified		
Explore moving MIP accounting software to the Cloud		
Review and update 5-year sustainability plan		
Plan financially for future service changes or increases		
Prepare for GASB changes on leases and other regulations		
<b>Objective 4: Community Partnerships and Responsibility</b>		

Conduct Community Conversations to solicit input regarding MTA services	
Participate in community events as available	
Park & Ride project (through 2023)	
Promote Partnerships with City, County and other entities by serving on committees, boards, supporting projects, etc.	
Continue delivery assistance for Meals on Wheels and Commodity Boxes for senior centers	
Transporting clients in cooperation with hospital and health department	
1st Quarter PR Campaigns	DAR, COVID safety, Busing on the Lookout
2nd Quarter PR Campaigns	
3rd Quarter PR Campaigns	
4th Quarter PR Campaigns	
<b>Objective 5: Workplace Culture</b>	
Continue Employee Engagement Committee for seeking opportunities to improve the work environment	
Launch Communication Flow Plan	Communication flow plan is completed and will be sent out for employee review
Coordinate events with EMC	
Create committee for Belfair Office furnishings	
Encourage Castlight Challenges	
Create Uniform committee to select new uniform items	
Strive to meet goals and objectives of EEO program to broaden employment opportunities for all protected classes	
Consult with contractor for remodeling/updating Customer Service office at the T-CC	
Continue reviewing policies	

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Item 3 – *Informational*  
**Subject:** Operational Statistics  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 19, 2021

**Background:**

The attached ridership data depicts the continued impact of the pandemic on passenger utilization of MTA services as it continues to show decreased ridership in 2020 over previous year. Ridership has been mostly stable since July, showing a slight increase in the number of Out of County and Demand Response passengers in December.

RIDERSHIP DATA CHARTED

