

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE AUGUST 21, 2024

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJLL1B2UXlDc3F2QT09>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

9:00 a.m.	Sheriff
9:15 a.m.	Public Works
10:00 a.m.	Commissioners
10:05 a.m.	Budget/Broadband
10:20 a.m.	Planning & Community Development

### NOON BREAK

1:00 p.m.	<b>2025 BUDGET WORKSHOP</b> <b>August 21:</b> Human Services Information Technologies
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1:00 p.m.	<b>2025 BUDGET WORKSHOP</b> <b>August 22:</b> Public Works <i>*Please see page 87 for Zoom information*</i>
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10:00 a.m.	<b>2025 BUDGET WORKSHOP</b> <b>August 23:</b> Prosecuting Attorney Human Resources <i>*Please see page 88 for Zoom information*</i>
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The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6<sup>th</sup> Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

**NOTE:** Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website. Assistive Listening Devices are available at the meeting upon request.



**ISLAND COUNTY SHERIFF**

**WORK SESSION AGENDA**

**MEETING DATE: 8/21/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Rick Felici, Sheriff**

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**Amount of time requested for agenda discussion. 10 minutes**

**DIVISION: Jail**

**Agenda Item No.: 1**

**Subject: Jail Technology – Washington County Risk Pool – Reassurance Technology**

**Description:** Washington County Risk Pool has identified a jail technology designed to mitigate medical crisis that may result in death. This technology monitors inmate vital signs and alerts staff immediately when a subject stops breathing or their rate declines. WCRP will reimburse \$25,000.00 of equipment cost and installation once a contract is signed.

**Attachment: Contract and supporting documents**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Complete

**Budget Review:** Complete

**P.A. Review:** Complete

**Agenda Item No.: 2**

**Subject: Health Care Authority (HCA) Re-Entry Initiative**

**Description:** The Reentry Demonstration Initiative (Reentry Initiative) is a new Apple Health (Medicaid) initiative under the Medicaid Transformation Project (MTP). It provides essential, pre-release services for individuals leaving incarceration. Under this initiative, incarcerated individuals who are Apple Health-eligible will receive a set of services up to 90 days before their release. These services will ensure a person's health and successful reentry to their community.

**Attachment: Contract and supporting documents**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

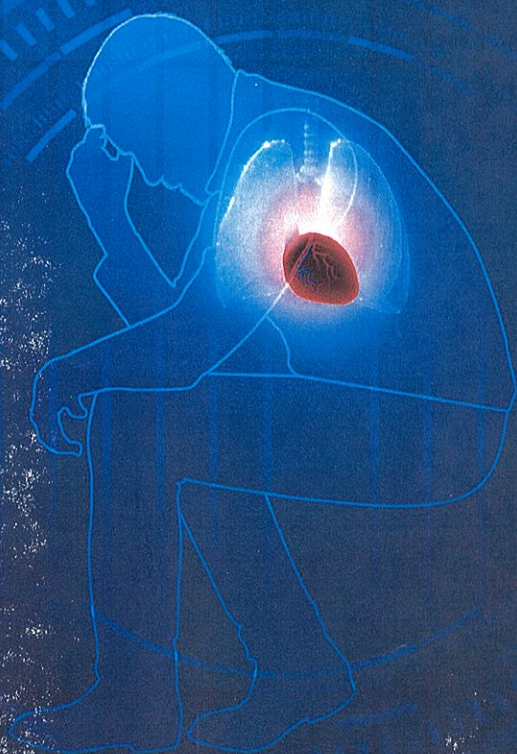
**IT Review:** In process

**Budget Review:** In process

**P.A. Review:** In process



REASSURANCESOLUTIONS.COM



# DETECTS PRESENCE, HEART RATE & RESPIRATORY RATE

**HELPING YOU TO PREVENT**  
SUICIDES, OVERDOSES & OTHER HEALTH ISSUES

**30 TECHNOLOGY PATENTS SECURED**

**FDA-CLEARED**

**NO WEARABLES**

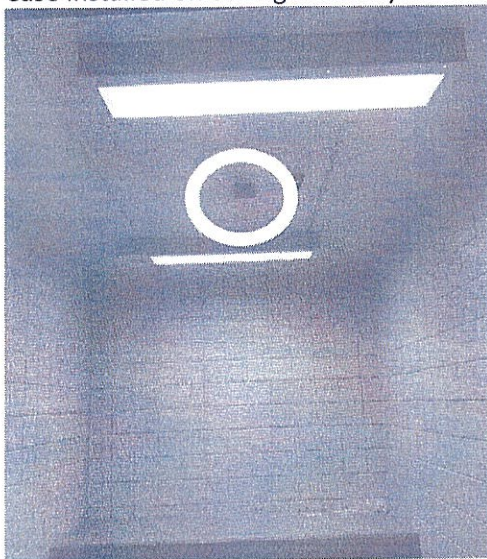
**SENSOR MUST  
BE INSTALLED  
IN THE CELL**

**PRIVACY PROTECTED AND HIPAA COMPLIANT**

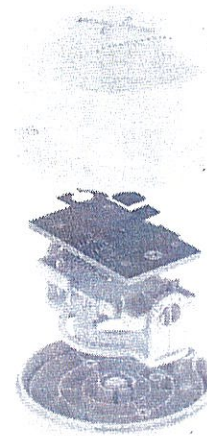


**Product Images:**

Case installed on ceiling in facility:

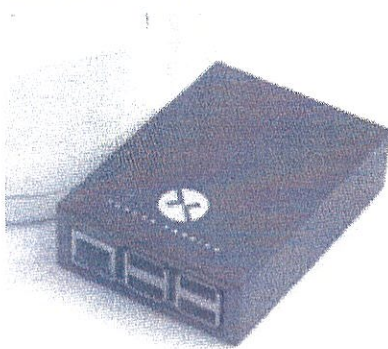


Sensor expanded:

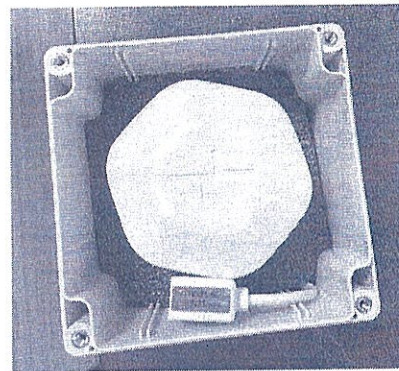


**XANDAR KARDIAN'S  
XK300**

Gateway – uplink to county network  
and ports for up to 4 sensors:



Case inside:



**Service & Support**  
877.398.7700 

**CPCC Combined**  
Public Communications  
Connecting Technology, Reliability and Trust

**Jim Crouch**  
Regional Sales Manager

 Email: [jcrouch@combinedpublic.com](mailto:jcrouch@combinedpublic.com)

 Cell/Text: 480-213-6264

 Fax: 859-441-1790

[www.cpcjail.com](http://www.cpcjail.com)

P.O. Box 76573  
Highland Heights, KY 41076



Reassurance Solutions, LLC  
PO BOX 766  
Benton, KY 42025  
info@reassurancesolutions.com

<b>Customer Billing Address:</b> Island County Washington Jail 503 N. Main St. Coupeville, WA 98239 Contact Name: Jose Briones Phone: 360-679-7317 Email: j.briones@islandcountywa.gov			<b>Date: 04/18/2024</b> <b>Seller Rep: Jim Crouch</b>
Product	Quantity	Price Each (USD)	Extension
XK300 Sensor	6	\$4,000.00	\$24,000.00
Gateway	3	\$500.00	\$1,500.00
Annual Subscription	6	\$900.00	\$5,400.00
<b>Subtotal</b>			<b>\$30,900.00</b>
<b>Installation Package</b>			<b>\$6,000.00</b>
<b>Total Amount Due</b>			<b>\$36,900.00</b>

#### TERMS AND CONDITIONS OF SALE

Customer acknowledges purchase of the above itemized Products and agrees that the following Terms and Conditions of Sale govern Customer's purchase of the Products from Reassurance Solutions ("Seller"), including all components, technology, and software.

**I. Product Manufacturer.** Customer understands and acknowledges that the Products sold herein are manufactured by Xandar Kardian, Inc., a Delaware corporation with a business address of 17 State Street, #4000, New York, NY 10004 (the "Product Manufacturer"), and that Seller has no corporate affiliation with the Product Manufacturer and is not responsible for the design, manufacture, functionality, or operation of the Products.

**II. Exclusive Agreement** Customer agrees to exclusively permit Seller to install the products and services described herein (hereinafter referred to as the "Offering"). Reassurance Solutions shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. Seller and Customer agree that



no other type of inmate autonomous monitoring devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

**III. Product Implementation.** Customer shall engage with Reassurance Solutions to schedule and allow access for installation of required cabling, cable termination, conduit installation and all required hardware for turnup of service (collectively Platinum Installation Package). In the event the Customer elects to use an outside contractor or an internal resource for cable installation, the Customer is solely responsible for ensuring the cable quality and installation meets the specifications outlined in a separate document that will be provided if you choose this option. Customer will be solely responsible and charged for time and materials for any cabling and/or conduit that requires replacement due to out-of-specification installation or cable quality. Customer will be responsible for a power outlet/receptacle (15A, 110/120V 5-15R receptacle; 20A is also acceptable) for all gateways within 40 feet of each sensor. Also, customer is responsible to provide one network port per gateway on a customer provided switch(es) with one IP address per gateway. The network switch must be within 100M (~300 feet) of the gateway for installation and implementation of the Xander Kardian product.

**IV. Annual Software Support Subscription Term and Fees.** Customer agrees to pay to Seller an annual software support fee as charged in the invoice (Annual Subscription Fee) every twelve (12) months with Customer's first Annual Subscription Fee included and due as part of the Total Amount due under this Invoice. At the end of the one (1) year Term, Customer's access to Product Manufacturer software support services shall renew for one-year Terms upon Customer's payment of Seller's Invoice for such Annual Fee unless Customer gives Seller written notice of non-renewal at least sixty (60) days prior to the end of the then current Term or if Customer does not pay Seller invoice by any future anniversary date of the installation date. The Annual Subscription term begins at date of installation. Non-payment of the Annual Subscription will result in Customer access to the dashboard being removed for all users and Customer's hardware warranty will become void. Payment for Annual Subscription services, after an Annual Subscription lapses, will re-establish Customer access to the dashboard, but the hardware warranty will not be re-established. The hardware warranty is for a maximum of 5 years from the installation date.

In consideration for the Annual Subscription Fee, Customer shall have access to Product Manufacturer's direct provision of software support services to Customer and Seller's facilitation thereof, which facilitation shall be limited to escalating Customer's Product software service requests to the Product Manufacturer for direct resolution within twenty (24) hours of Seller's receipt of a service request. Customer service requests should be entered as described in training for escalation to the Product Manufacturer. Seller does not warranty support for the product or platform as Seller is a reseller who will do their best to help Customer. Manufacturer is responsible for product and platform support.

**V. NO WARRANTIES, REPRESENTATIONS OR LIABILITY.** SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER TO



CUSTOMER, INCLUDING ANY POLITICAL SUBDIVISION (as defined by KRS 65.005) OF WHICH CUSTOMER IS A PART, ANY EMPLOYEE, OFFICER OR REPRESENTATIVE OF CUSTOMER, OR ANY SUCH POLITICAL SUBDIVISION, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING, WITHOUT LIMIT, ANY INDIVIDUAL UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, REGARDING ANY PRODUCT OR SERVICE SOLD TO OR SUBSCRIBED TO BY CUSTOMER HEREUNDER, OR TO WHICH CUSTOMER MAY LATER SUBSCRIBE OR PURCHASE FROM SELLER OR THE PRODUCT MANUFACTURER, AND SELLER, FOR ITSELF, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMIT, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEGRITY, OPERABILITY, CONNECTIVITY, OR THAT THE PRODUCTS OR SERVICES OR DATA TRANSMITTED VIA THE PRODUCTS OR SERVICES WILL BE FREE OF DEFECTS OR ERRORS, TIMELY, UNINTERRUPTED, OR ACCURATE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICES OR THE PRODUCT MANUFACTURER'S TECHNOLOGY OR OTHER PROPERTY USED TO FURNISH THE PRODUCTS OR SERVICES, WILL BE FREE OF VIRUSES OR OTHER HARMFUL AGENTS. CUSTOMER FURTHER AGREES THAT SELLER IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, TO CUSTOMER OR ANY POLITICAL SUBDIVISION OF WHICH CUSTOMER IS A PART, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING ANY PERSON EMPLOYED BY, UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, FOR TRANSMISSION OF ANY DATA BY OR VIA THE PRODUCTS, NOR FOR THE CONTENT, ACCURACY OR TIMELINESS OF ANY SUCH TRANSMITTED DATA, NOR FOR THE OPERATION OR FAILURE TO OPERATE, OR ANY DEFECT, ERROR OR MALFUNCTION OF ANY PRODUCT OR SERVICE IMPLEMENTED AT CUSTOMER'S FACILITY, AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS TO THE FULL EXTENT PERMITTED BY LAW FOR AND FROM ALL THIRD-PARTY CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY AND ALL OF THE ABOVE.

**VI. Customer Responsibility.** Customer agrees that following completion of implementation and integration of purchased equipment (collectively Implementation), all liability for use of the Xander Kardian product, including but not limited to; proper use, monitoring, periodic hardware condition and functionality evaluation and actionable response to alerts are the sole responsibility of the Customer. Reassurance Solutions will not and does not monitor the operating status, alert status or actionable response for any associated hardware required for using the Product Manufacturer's products.

**VII. General.** All notices required or permitted to be given by this Agreement shall be made in writing and shall be sent to the receiving party (whether Customer or Seller) by a recognized overnight commercial carrier or certified U.S. mail to the receiving party's address first given above or such other address as a party may specify from time to time in writing. This Agreement constitutes the entire agreement between Seller and Customer with respect to the Products and services described herein, and supersedes all prior understandings and agreements, including all



prior invoices, whether written or oral, that relate to same. Any term of this Agreement may be amended, modified, or waived only with the written consent of both parties or their permitted successors and assigns. Should any provision of this Agreement be held by a Kentucky court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the Parties) to eliminate the illegal, invalid or unenforceable effect or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect. This Agreement and all disputes arising under or related to it shall be governed by the laws of the Commonwealth of Kentucky. Each party in making and performing this Agreement is an independent contractor, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Neither party will assign its rights or delegate its obligations under this Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign its obligations under Section III above to any corporate affiliate of Seller. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [adobesign@adobesign.com](mailto:adobesign@adobesign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

By signing both parties acknowledge and agree to the above by Customer and Seller's authorized representatives signing below:

REASSURANCE SOLUTIONS, LLC	ISLAND COUNTY WASHINGTON JAIL
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

To be filled in by Reassurance Solutions, LLC
Install Date:



# Washington's Reentry Initiative

## Overview & call for carceral facility participation

The Reentry Demonstration Initiative (Reentry Initiative) is a new Apple Health (Medicaid) initiative under the Medicaid Transformation Project (MTP).<sup>1</sup> It provides essential, pre-release services for individuals leaving incarceration. Under this initiative, incarcerated individuals who are Apple Health-eligible will receive a set of services up to 90 days before their release.

These services will ensure a person's health and successful reentry to their community.

**The Health Care Authority (HCA) invites carceral (incarceration) facilities to participate in this initiative.**

## What are the goals of the Reentry Initiative?

Through this initiative, we aim to:

- Prepare people for a successful transition and reentry into their community and help them live their healthiest life.
- Improve health outcomes and reduce recidivism (re-offense), emergency department visits, overdoses, and death.
- Support substance use disorder and recovery and target infectious diseases like Hepatitis C before a person's release.
- Stabilize and treat other conditions before a person's release, so they can reenter their community as healthy as possible.

## What's included in the initiative?

This initiative will support and fund the delivery of targeted pre-release services to Apple Health-eligible adults and youth in state prisons, jails, and youth carceral facilities.

HCA will require facilities to support the **first three targeted pre-release services** below. The remaining four services are optional, and facilities may implement them individually.

1. **Case management**
2. **Medications for alcohol and opioid use disorder**
3. **30-day supply of medications and medical supplies at release**
4. Medications during the pre-release period
5. Lab and radiology
6. Services by community health workers with lived experience
7. Physical and behavioral clinical consultations

## Which activities will a facility perform?

Facilities that choose to participate in the initiative are responsible for:

- Meeting cohort milestones (described below)
- Ensuring that a client receives targeted pre-release services
- Adopting an electronic health record (EHR) that supports communication with community providers and Medicaid billing

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<sup>1</sup> MTP is Washington State's Section 1115 Medicaid demonstration waiver. The Reentry Initiative is an initiative within MTP.

## When will the Reentry Initiative start or go-live?

The initiative will launch at different times for participating facilities. **The first cohort**—the first group of carceral facilities implementing the Reentry Initiative—**will launch and start billing Medicaid on July 1, 2025.**

## What resources will a facility receive to participate?

HCA received authorization to distribute up to \$303 million in capacity building funding to eligible carceral facilities.<sup>2</sup> This funding will support planning and implementation of the initiative. To receive funding, interested facilities must submit an Intent to Participate to HCA.

## What's in the Intent to Participate?

This is a document that facilities will submit to HCA to confirm their participation in the initiative. It also serves as the first milestone for facilities to complete, which initiates funding.

In the [Intent to Participate](#), participating facilities will also choose which cohort they will go-live with. **Facilities that want to go live July 1, 2025, should submit their Intent to Participate to HCA by June 1, 2024.**

Submitting this document signals a facility's:

- Agreement to participate in the initiative
- Completion of Milestone 1 (fill out and submit the Intent to Participate)
- Ability to receive capacity building funding
- Willingness and ability to be set up in the Financial Executor Portal, where funds are available

## What does HCA require of facilities to participate?

Participation in the initiative is voluntary, and facilities will go-live with one of three cohorts, based on a facility's readiness. Facilities must meet the following milestones to participate:

1. Submit an [Intent to Participate](#), which includes the facility's selection of a cohort.
2. Complete a **Capacity Building Application**, which includes an Implementation Plan. This plan describes how the facility will support pre-release services and a detailed budget that:
  - Covers planned expenses
  - Requests capacity building funding
3. Complete a **Readiness Assessment** attesting to the facility's current and/or planned readiness to support pre-release services. HCA will provide a template for the assessment and review and approve submitted assessments for the facility prior to go-live.
4. Submit **Interim Progress Report** on initial implementation progress.
5. Submit **Final Progress Report** on overall implementation progress and outcomes.

**Table 1: Reentry Initiative cohorts, milestones, and timing**

	1) Intent to Participate	2) Implement. Plan	3) Readiness Assessment	Go-live with pre-release services	4) Interim Progress Report	5) Final Progress Report
<b>Cohort 1</b>	June 1, 2024	Oct. 1, 2024	March 1, 2025	July 1, 2025	May 1, 2026	Oct. 1, 2026
<b>Cohort 2</b>	Nov. 1, 2024	April 1, 2025	Sept. 1, 2025	Jan. 1, 2026	Dec. 1, 2026	May 1, 2027
<b>Cohort 3</b>	May 1, 2025	Oct. 1, 2025	March 1, 2026	July 1, 2026	May 1, 2027	Oct. 1, 2027

<sup>2</sup> Eligible facilities include state prisons operated by the Department of Corrections (DOC), city- and county-operated adult jails and youth correctional facilities, youth correctional facilities operated by the Department of Children, Youth and Families (DCYF), and Tribal jails. Correctional agencies that oversee multiple facilities (e.g., DOC) may complete each milestone at the agency level on behalf of all facilities.

## What support will participating facilities receive?

### Pre-release care management and administrative support

To ease the burden for participating facilities, HCA intends to solicit a statewide third-party administrator (TPA) to provide implementation support, including:

- Pre-release case management
- Specific administrative support, such as:
  - Medicaid eligibility screening and application support for clients
  - Medicaid enrollment and billing support for providers and facilities
  - Technical assistance on provider enrollment and network development for other pre-release services

### Capacity Building Program funding

HCA will provide capacity building funding to facilities to support the planning for and implementation of the initiative. Eligible uses of the funding are [available in Appendix A](#).

- IT infrastructure funding to support systems changes for data exchange, access to virtual health services, and other IT needs.
- Reentry planning and implementation funding to support planning expenses, such as the:
  - Development of process changes, protocols, and procedures for implementation
  - Hiring and training of staff.<sup>3</sup>

**Note:** Maximum funding for reentry planning and implementation will vary by facility size, based on their average daily population. The maximum IT infrastructure funding will be \$1 million for each participating facility.<sup>4</sup>

**Table 2: Maximum funding by facility**

Facility tier (based on average daily population)	Total capacity building funding per facility	Total IT infrastructure funding per facility	Total funding per facility
<b>Tier 1 (1-49)</b>	\$1,000,000	\$1,000,000	\$2,000,000
<b>Tier 2 (50-249)</b>	\$1,250,000	\$1,000,000	\$2,250,000
<b>Tier 3 (250-1,000)</b>	\$1,500,000	\$1,000,000	\$2,500,000
<b>Tier 4 (More than 1,000)</b>	\$1,750,000	\$1,000,000	\$2,750,000

Participating facilities will receive capacity building funding upon completing the planning and implementation milestones on the next page.

<sup>3</sup> Expenditures may not include building, construction, or refurbishment of facilities.

<sup>4</sup> Maximum amounts for reentry planning and implementation funding tiers are based on average daily population count for the prior calendar year. We use [American Jail Association](#) tier definitions.



Table 3: Milestones

Milestones	Capacity building funding	IT funding	Timing for Cohort 1
<b>Planning Milestones BEFORE go-live with pre-release services</b>			
<b>1) Intent to Participate submission</b>	<b>10% of total capacity building funding upon submission:</b> <ul style="list-style-type: none"> <li>Tier 1 (1-49): \$100,000</li> <li>Tier 2 (50-249): \$125,000</li> <li>Tier 3 (250-1,000): \$150,000</li> <li>Tier 4 (more than 1,000): \$175,000</li> </ul>	N/A	<b>Due date:</b> June 1, 2024  <b>Funding paid:</b> July 2024 <sup>5</sup>
<b>2) Capacity Building Application submission and approval<sup>6</sup></b>	<b>Up to 40% of total capacity building funding upon approval:</b> <ul style="list-style-type: none"> <li>Tier 1 (1-49): Up to \$400,000</li> <li>Tier 2 (50-249): Up to \$500,000</li> <li>Tier 3 (250-1,000): Up to \$600,000</li> <li>Tier 4 (more than 1,000): Up to \$700,000</li> </ul>	Up to \$500,000 upon approval of the application	<b>Due date:</b> October 1, 2024  <b>Funding paid:</b> December 2024
<b>3) Readiness Assessment submission and approval</b>	<b>Up to 40% of total capacity building funding upon approval:</b> <ul style="list-style-type: none"> <li>Tier 1 (1-49): Up to \$400,000</li> <li>Tier 2 (50-249): Up to \$500,000</li> <li>Tier 3 (250-1,000): Up to \$600,000</li> <li>Tier 4 (more than 1,000): Up to \$700,000</li> </ul>	Up to \$500,000 upon approval of Readiness Assessment	<b>Due date:</b> March 1, 2025  <b>Funding paid:</b> July 2025
<b>Implementation Milestones AFTER go-live with pre-release services</b>			
<b>4) Interim Progress Report submission</b>	<b>Up to 5% of total capacity building funding upon submission:</b> <ul style="list-style-type: none"> <li>Tier 1 (1-49): Up to \$50,000</li> <li>Tier 2 (50-249): Up to \$62,500</li> <li>Tier 3 (250-1,000): Up to \$75,000</li> <li>Tier 4 (more than 1,000): Up to \$87,500</li> </ul>	N/A	<b>Due date:</b> May 1, 2026  <b>Funding paid:</b> July 2026
<b>5) Final Progress Report submission</b>	<b>Up to 5% of total capacity building funding upon submission:</b> <ul style="list-style-type: none"> <li>Tier 1 (1-49): Up to \$50,000</li> <li>Tier 2 (50-249): Up to \$62,500</li> <li>Tier 3 (250-1,000): Up to \$75,000</li> <li>Tier 4 (more than 1,000): Up to \$87,500</li> </ul>	N/A	<b>Due date:</b> November 1, 2026  <b>Funding paid:</b> January 2027

<sup>5</sup> Funding of the initiative's pre-release services that begin July 1, 2025, is contingent upon approval of an Implementation Plan, specified by the Centers for Medicare & Medicaid Services (CMS). HCA will submit an initial draft of the plan to CMS by May 1, 2024, and will likely begin discussing with federal experts soon after.

<sup>6</sup> The Capacity Building Application includes an Implementation Plan and detailed budget.

## Electronic health record platform support

In addition to providing IT infrastructure funding through the Capacity Building Program, HCA will give facilities the option of implementing an EHR system by participating in HCA's Health Care Management and Coordination System (HCMACS) program. HCMACS will provide facilities access to EHR software and upgrades, starting spring 2025.

## What is the process for participating in the initiative?

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Interested facilities should complete the Intent to Participate at their earliest convenience. **Facilities that want to participate in Cohort 1 should submit their Intent to Participate to HCA by June 1, 2024.** State agencies that oversee multiple facilities<sup>7</sup> can submit an Intent to Participate at the agency level on behalf of the facilities they oversee.

## Where do I get more information?

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To learn more about the initiative, we invite you to:

- Attend a **Reentry Initiative Q&A webinar** on [Monday, April 29 at 11 a.m.](#)
- Join us **for informal, drop-in office hours** on [Monday, May 13 at 11 a.m.](#) and [Thursday, May 23 at 11 a.m.](#)

For questions, please contact our team at [HCAReentryDemonstrationProject@hca.wa.gov](mailto:HCAReentryDemonstrationProject@hca.wa.gov).

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<sup>7</sup> DOC and DCYF.

## Appendix A: Eligible uses of capacity building funding

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### Eligible uses of reentry planning & implementation funding

- Development of protocols and procedures.
  - Expenditures to support the preparation/execution of policies and procedures related to enrollment and suspension/unsuspension and pre-and post-release reentry navigation services.
- Additional activities to promote collaboration.
  - Expenditures for additional activities that will advance collaboration among stakeholders. This may include conferences and meetings convened with the agencies, organizations, and stakeholders involved in the initiative.
- Expenditures for planning to focus on developing processes and information sharing protocols to:
  - Identify uninsured individuals who are potentially eligible for Medicaid/ Children's Health Insurance Program (CHIP).
  - Assist with the completion of an application.
  - Submit an application to the county social services department for coordinating suspension/unsuspension.
  - Screen for eligibility for pre-release services and reentry planning in a period for up to 90 days immediately prior to the expected date of release.
  - Deliver necessary services to eligible individuals in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.
  - Establish ongoing oversight and monitoring process upon implementation.
- Hiring of staff and training to:
  - Assist with the coordination of enrollment/suspension/unsuspension.
  - Provide reentry navigation services during the 90-day pre-release period, and to support reentry.
  - Provide overall guidance on how to work with justice-involved individuals effectively and appropriately.
  - Support an environment appropriate for provision of 90-day prerelease services.<sup>8</sup>
  - Accommodations for private space, such as correctional facility-grade moveable screen walls, desks, and chairs to conduct assessments and interviews within carceral settings.

### Eligible uses of IT infrastructure funding

- Electronic interfaces for prisons, jails, and youth facilities to support enrollment/suspension.
- Enhancements to existing IT systems to create and improve data-exchange to support reentry navigation services in the 90-day pre-lease and post-release period.
- Adoption of an EHR. Any additional expenses related to upgrades—including the billing module or new platforms—not covered by HCMACS.
- Installation of audio-visual equipment or other technology to support provision of pre-release services delivered via telehealth in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.

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<sup>8</sup> Expenditures may not include building, construction, or refurbishment of facilities.



# Reentry Demonstration Initiative

## FAQ for carceral facilities

This document answers frequently asked questions (FAQ) from carceral (incarceration) facilities interested or participating in the Reentry Initiative. Questions are grouped by topic.

### Billing

**1. How will facilities bill for provided services?**

Facilities and providers will bill the state for services provided to fee-for-service (FFS) Medicaid clients. Facilities will bill managed care organizations (MCOs) for services provided to managed care clients. The third-party administrator (TPA) will be available to assist facilities and providers with billing the state and MCOs.

**2. Will credentialing or licensure be needed for facilities and providers to bill for services?**

The Health Care Authority (HCA) is currently identifying licensure and/or credentialing requirements for providers who serve incarcerated clients. HCA plans to implement a team-based approach to providing holistic care that will include licensed and unlicensed staff.

**3. Is there an estimate of what the monthly benefit will be?**

HCA is currently working on an estimate and does not have that information yet.

**4. How will facilities receive reimbursement for FFS clients?**

Facilities will receive FFS reimbursement from Apple Health (Medicaid) for FFS Medicaid clients.

**5. When will a detailed list of covered services and the associated fee schedule be available? Which provider credentials will be required to bill for a certain service?**

Additional details on the targeted pre-release services will be available in fall 2024. Detailed information will include the provider types that are eligible to bill for each service.

**6. Can facilities bill for the time that nurses spend administering medications, especially buprenorphine?**

HCA is currently working on guidance for facilities regarding carceral-facility specific medication administration scenarios. Medicaid will pay for the medication itself.

**7. What would the billable service look like for community health workers (CHWs), who do a variety of tasks?**

HCA is currently developing a separate billing code for CHWs.

**8. How can I navigate the fee schedule to identify the most likely and commonly used services?**

HCA is still in the process of developing the fee schedule for these services. HCA also plans to procure a TPA to be available to help facilities with billing operations, if desired. Please email HCA at [HCAReentryDemonstrationProject@hca.wa.gov](mailto:HCAReentryDemonstrationProject@hca.wa.gov) with specific questions.

**9. What are the expected top billable services?**

We anticipate care management and medications for opioid use disorder (MOUD) treatment to be the top billable services.

## Technology & electronic health records (EHRs)

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**1. When will HCA provide IT infrastructure funding for facilities?**

Facilities will receive 50 percent of the IT infrastructure after submission and acceptance of both their:

- Milestone 2 – Capacity Plan
- Milestone 3 – Readiness Review

**2. What are the EHR requirements of participating facilities? Do they have to adopt HCA’s Health Care Management and Coordination System (HCMACS)?**

HCA’s goal is for every facility to have an EHR, including a Medicaid billing module. For facilities that have an existing EHR and don’t want to switch to the HCMACS solution, IT infrastructure funds can support the implementation of a Medicaid billing module. Non-HCMACS solutions may not be able to share patient information with other EHR types.

**Note:** A facility doesn’t need to switch to HCMACS and can continue to use their EHR if they have or are able to implement a Medicaid billing module.

**3. If our facility decides to switch to HCMACS, can we import medical records from our current EHR?**

Medical records can be imported into HCMACS. Facilities will be required to pay for the importation of any records. Additional details on this cost and other non-covered EHR implementation costs will be available in fall 2024.

**4. If we migrate to HCMACS, can other providers view medical records from our facility?**

Health care providers (including facilities) with access to HCMACS will be able to see all medical records in HCMACS for clients for which they provide care.

**5. Would a facility need to contract directly with the HCMACS vendor?**

No. HCA will lead the procurement and work with participating facilities to provide access to HCMACS.

**6. Will HCMACS become obsolete?**

No. HCA is purchasing a perpetual license, and we anticipate frequent updates to the system to keep it current.

**7. Is there a list of EHR software programs that work for Medicaid billing?**

A list of Medicaid billing modules is not currently available. Facilities **not interested** in transitioning to HCMACS should reach out to HCA to discuss options for implementing a Medicaid billing module. Contact us at [HCAREentryDemonstrationProject@hca.wa.gov](mailto:HCAREentryDemonstrationProject@hca.wa.gov).

## Pharmacy, treatment, & services

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**1. The guidelines say that “services must be provided to every releasing Medicaid client”—but does this mean every Medicaid client booked into the jail—or people who meet certain criteria?**

For instance, people who report or are assessed to have opioid use disorder (OUD) at the time of booking are required to receive services.

The suite of pre-release services must be made available to every **Medicaid-eligible individual** prior to release. Not all services will be medically appropriate for each member. Certain services, such as case management, may be. MCOs and the TPA are responsible for assisting facilities in developing their provider networks and providing services to clients.

**2. Is there a list of services that Medicaid will reimburse, such as suboxone?**

At a high level, the [three required](#) and [four optional](#) services will be reimbursed. Additional details on the targeted pre-release services covered by this initiative will be available in fall 2024.

**3. Are facilities required to provide 90 days of services? What if a client is released prior to 90 days?**

Services will begin upon arrival for most incarcerated individuals. There is no punitive action for not providing a full 90 days of services to a client. The goal is to:

- Provide 90 days of services for individuals who will be in a facility for more than 90 days.
- Start services when an individual may have a stay of less than 90 days.

**4. Which pre-release services are mandatory for facilities to provide?**

Mandatory services include:

- Case management
- Medications for alcohol use disorder (AUD) and OUD
- 30-day supply of medications and medical supplies at release

**5. Which pre-release services are optional?**

Optional services include:

- Medications during the pre-release period
- Lab and radiology
- Services by community health workers with lived experience
- Physical and behavioral clinical consultations

**6. How will facilities access MOUD and mental health services?**

MCOs and the TPA will work with each facility to identify an appropriate provider network for each service.

**7. Do covered services include mental health treatment?**

Yes, behavioral health services, including mental health services, are eligible for reimbursement through this initiative.

**8. Does the initiative replace MOUD programs in jails?**

No, the initiative will build on existing programs and should not replace existing MOUD programs.

**9. What happens if there isn't a pharmacy available 24/7 in a facility?**

If a pharmacy isn't available 24 hours a day, seven days a week and people are released when pharmacies are closed, the facility is not in compliance. Facilities need to determine and implement a solution, such as contracting with a third-party.

**10. Does "pharmacy for everybody upon release" mean the whole jail?**

Yes, it means providing a full-pharmacy benefit for all Medicaid-eligible individuals, not just those with MOUD or AUD.

**11. How can a facility provide pharmacy services when a person's release time doesn't match the time pharmacies are open?**

There are some basics that may need to change. This includes matching the release time to the time the pharmacies are open—or have pharmacies be open longer.



**12. Can community-based providers offer targeted pre-release services within carceral facilities or via telehealth?**

Absolutely. We hope that carceral facilities will work with community-based providers to offer these services. Facilities will need to work with these providers to identify how clients will access providers either in-person or virtually for the provision of care.

**13. Is there any flexibility for the targeted pre-release services to include non-emergency medical transport to see a health care provider?**

No, non-emergency medical transportation is not an authorized benefit under MTP's special terms and conditions (STCs). According to STC 14.4, "Pre-release services will be provided at state prisons, county or city jails, and youth correctional facilities, or outside of the correctional facility with **appropriate transportation and security oversight provided by the carceral facility...**"

## Funding

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**1. Will capacity building funding go through Accountable Communities of Health (ACHs) to carceral facilities?**

No. HCA will provide capacity building funding directly to carceral facilities.

**2. Can facilities use capacity building funds for reconstruction?**

No, facilities cannot use capacity building funds for building, construction, or refurbishment. However, they can use funding to support accommodations for service delivery (e.g., movable walls, desks/chairs).

**3. Is there a minimum amount of funding for which jails can apply?**

There is no minimum funding amount. Please reach out to HCA at [HCAREentryDemonstrationProject@hca.wa.gov](mailto:HCAREentryDemonstrationProject@hca.wa.gov) to discuss your facility's needs and budget.

## Operations & general questions

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**1. When does the Reentry Initiative end?**

CMS approved the Reentry Demonstration Initiative—which is part of the Medicaid Transformation Project (MTP), Washington State's Section 1115 Medicaid demonstration waiver—**through June 30, 2028**. Because this program is a demonstration, the state has funding to pay for targeted pre-release services through June 30, 2028. After June 30, 2028, the state will need to identify a new funding solution to continue to pay for these services.

**2. Are individuals incarcerated in a Washington State facility but not state residents counted as part of the daily population? Would these individuals be eligible to receive pre-release services?**

The daily population is a rough estimate, and individuals who are not eligible for pre-release services can be counted for this estimate. However, these individuals would not be eligible for pre-release services because they are not Washington State residents. To receive services, a person must be a state resident and enrolled in or eligible for Apple Health.

**3. If some Washington State facilities contract with out-of-state facilities for some of their populations, will those contracted facilities be eligible for pre-release services?**

Only facilities in Washington State are eligible to participate in the Reentry Initiative and pre-release services.

**4. Will HCA provide individual contracts to facilities to review before signing a final participation contract?**

Yes, HCA is developing individual contracts for each participating facility. As we get closer to the cohort start dates, facilities will receive formal contracts for review before moving forward with the initiative.

**5. Can an Intent to Participate form be submitted, even if the facility isn't ready for Cohort 1 (which launches July 1, 2025)?**

Yes, we encourage facilities to submit their form sooner rather than later, even if they aren't ready for Cohort 1. Cohorts 2 and 3 launch at later dates.

	<b>INTERAGENCY AGREEMENT for Reentry Demonstration Initiative Project</b>	HCA Contract Number: K7861 Contractor Contract Number:
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Island County Jail (Contractor) pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Island County Jail		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>		
<b>CONTRACTOR ADDRESS</b> 1 NE 7th St. Coupeville, WA 98239 Facility Address: 503 N. Main St, Coupeville, WA 98239	<b>Street</b> Coupeville	<b>City</b> Coupeville	<b>State</b> WA	<b>Zip Code</b> 98239
<b>CONTRACTOR CONTRACT</b> Jose Briones	<b>CONTRACTOR TELEPHONE</b> (360) 679-7317	<b>CONTRACTOR E-MAIL ADDRESS</b> j.briones@islandcountywa.gov		

<b>HCA PROGRAM</b> Medicaid Reentry Demonstration Initiative Project	<b>HCA DIVISION/SECTION</b> 1070/OMT
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Emma Oppenheim, Medicaid Transformation Project Director	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE Olympia, WA 98504
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-0868	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> emma.oppenheim@hca.wa.gov

<b>CONTRACT START DATE</b> July 1, 2024	<b>CONTRACT END DATE</b> July 31, 2028	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> \$2,250,000.00
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<b>PURPOSE OF CONTRACT:</b> To provide essential services for individuals while in or leaving a carceral facility (i.e., state prison, county/city jail, or youth correctional facility).
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The parties signing below warrant that they have read and understand this Contract, have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
<b>HCA SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>



## 1. DEFINITIONS

**"Accountable Community of Health" or "ACH"** means a regional coalition consisting of leaders from a variety of different sectors working together to build capacity to work collaboratively, develop regional health improvement plans, jointly implement or advance local health projects, and advise state agencies on how best to address health needs within its region.

**"Authorized Representative"** means a person to whom signature authority has been delegated in writing acting within the limits of the person's authority.

**"Capacity Building Application"** means a formal application for specific capacity building funds and specifications of how these funds will be spent by facilities on IT and non-IT needs. It also includes a detailed plan of how the work will be implemented.

**"Centers for Medicare and Medicaid Services" or "CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**"Contract" or "Agreement"** means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

**"Contractor"** means Island County Jail, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

**"Data"** means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

**"Financial Executor Portal" or "FE Portal"** means the payment portal where incentive funds flow from federal Center for Medicare and Medicaid Services through the Delivery System Reform Incentive Payment program.

**"Health Care Authority" or "HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**"Health-Related Social Needs" or "HRSN"** means the social and economic needs that individuals experience that affect their ability to maintain their health and well-being. These include needs such as

employment, affordable and stable housing, healthy food, personal safety, transportation, and affordable utilities.

**“Implementation Plan”** means how the Contractor describes how the facility will support pre-release services, as outlined in the Statement of Work Attachment 1; #3.

**“Interim and Final Progress Report”** means a report that includes information on both the initial progress and the outcomes of the Reentry Demonstration Initiative Opportunity (Initiative).

**“Information and Communication Technology”** or **“ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

**“Letter of Intent”** means a document that provides specific facility information and is a commitment to participate in the Initiative.

**“Readiness Assessment”** means a framework for assessing a Contractor’s ability to go-live or fully participate in the Initiative and will include an attestation that the facility has met all of the requirements.

**“Reentry”** means a broadly defined demonstration population that includes otherwise eligible, soon-to-be former incarcerated individuals as defined by the Reentry Section 1115 Demonstration Initiative Opportunity. It can include both pre-release and post-release services.

**“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is included as Attachment 1.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

**“Third Party Administrator”** or **“TPA”** is an entity that may provide implementation and administrative support to carceral facilities in support of reentry.

## **2. STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment 1.

### **3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on date of last signature, and continue through July 31, 2028, unless terminated sooner or extended upon written agreement between the parties.

### **4. PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services will be based in accordance with the following terms set forth in the Statement of Work, Attachment 1.

### **5. PAYMENT PROCESS**

- 5.1. HCA will pay the Contractor for the targeted milestones set forth in Attachment 1: Statement of Work.
- 5.2. The milestone deliverables must be submitted per the instructions set forth in the Attachment 1: Statement of Work and must describe and document to HCA's satisfaction the required information. All milestone deliverable submissions will be reviewed and must be approved by the HCA Contract Manager or designee prior to payment.
- 5.3. Once Contractor's submission of milestone deliverables have been accepted and approved by HCA, payments will be distributed by HCA through the Financial Executor (FE) Portal at <https://wafinancialexecutor.com/>.
- 5.4. FE Portal customer service telephone number is (844) 300-5040 or accessible by email at [WA\\_FE\\_FinancialServices@pcgus.com](mailto:WA_FE_FinancialServices@pcgus.com).
- 5.5. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.
- 5.6. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

### **6. ACCESSIBILITY**

- 6.1. REQUIREMENTS AND STANDARDS. Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the



regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

6.2. DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

6.3. REMEDIATION. If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

6.4. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

## **7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

## **8. SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

## **9. SUBRECIPIENT**

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and

9.2. Overpayments: If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any program agreement, Contractor will refund the full amount to HCA. In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

## **10. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

## **11. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

## **12. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **13. DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a dispute board in the following manner: Each party to this Agreement will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority prevailing. The determination of the dispute board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **14. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 2: Federal Compliance Certifications and Assurances;
- C. Attachment 1: Statement of Work;
- D. Exhibit A: Centers of Medicare & Medicaid Services, Special Terms and Conditions; and
- E. Any other provisions of the agreement, including materials incorporated by reference.

## **15. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

## **16. RECORDS MAINTENANCE**

16.1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

16.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **17. TREATMENT OF ASSETS**

### **17.1. Ownership**

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

### **17.2. Use of Property**

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

### **17.3. Damage to Property**

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

#### 17.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

#### 17.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

### 18. **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

### 19. **CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons Confidential Information accessed under this Agreement. Contractor agrees that all materials containing Confidential Information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

### 20. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

### 21. **FUNDING AVAILABILITY**

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

## **22. TERMINATION**

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **23. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **24. WAIVER**

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement.

## **25. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

## **26. SURVIVORSHIP**

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.



### **Attachments**

Attachment 1: Statement of Work

Attachment 2: Federal Compliance, Certifications and Assurances

Exhibit A: Centers of Medicare & Medicaid Services, special terms and conditions

## **ATTACHMENT 1: STATEMENT OF WORK**

The Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as described in this Schedule.

### **1. Background**

In June 2023, the Health Care Authority (HCA) received federal approval for a Medicaid waiver demonstration that includes the Initiative. This new Initiative under the Medicaid Transformation Project (MTP) renewal known as the MTP 2.0. was approved by the federal Centers for Medicare and Medicaid Services (CMS) to provide essential services for individuals leaving a state prison, county/city jail, or youth correctional facility. The Initiative will support the delivery of targeted pre-release services to Medicaid eligible adults and youth in state prisons, jails, and youth carceral facilities that will be reimbursed by the Medicaid program known as Apple Health in Washington State.

### **2. Purpose**

The purpose of this project is to prepare people for a successful transition and reentry into their community and help them live their healthiest life, improve health outcomes and reducing rates of recidivism (re-offense), emergency department visits, substance use and death. To stabilize and treat common conditions both prior and post release, so the opportunity for a successful reentry is increased.

### **3. Project Objectives**

Targeted Pre-Release Services. The first three services listed below will be mandatory for facilities to implement. The last four services are optional. Contractor must support the implementation of a targeted set of pre-release services, as described in the Special Terms and Conditions (STC) of MTP 2.0 and the Reentry Implementation Plan approved by CMS:

- a. Case management
- b. Medications for alcohol and opioid use disorder
- c. 30-day supply of medications and medical supplies at release
- d. Medications during the pre-release period
- e. Lab and radiology
- f. Services by community health workers with lived experience
- g. Physical and behavioral clinical consultations

As appropriate, a third-party administrator (TPA) as well as regional Accountable Communities of Health (ACH) may assist the Contractor in the planning and implementation of these services, including the delivery of appropriate Health Related Social Needs (HRSN), and the milestones in Section 4. Additionally, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

Activities for implementing reentry services must include:

- a. Communicating with HCA regarding Initiative implementation
- b. Meeting cohort milestones as described below.
- c. Ensuring that a client receives targeted pre-release services and when feasible, providing HRSN services for clients reentering a community.

- d. An ability to support communication with community providers and Medicaid billing.

#### 4. Milestones

The Contractor will develop and implement the following deliverables that execute the Project Objectives. The Contractor will provide services and deliverables to perform all activities necessary for or incidental to the performance of work as set forth under this SOW and described in the Waiver to achieve progress on the following milestones.

##### **Milestone 1 – Letter of Intent**

Following the receipt of a Letter of Intent documentation and approval by HCA, Contractor must meet the specifications outlined in the template provided to the Contractor as determined by HCA for each of the following four milestones in order to receive funding and participate in the next milestone.

##### **Milestone 2 - Complete a Capacity Building Application**

The Capacity Building Application includes an Implementation Plan and a detailed budget. The Implementation plan must describe how the facility will support pre-release services. The detailed budget will represent a facility's formal application for capacity building funds and will specify how capacity building funds will be spent by facilities on IT and non-IT needs. Facilities in Cohorts 1 and 2 that identify the need for additional time to complete a Capacity Building Application may implement after the go live date of that cohort or join a subsequent cohort and complete milestones in-line with the deadlines for these cohorts.

##### **Milestone 3 - Complete a Readiness Assessment**

The Readiness Assessment report must include a framework for assessing facility readiness to go-live as part of the Initiative and will include an attestation that the facility is ready to go-live. HCA will provide a template for the assessment and will review submitted assessments and determine facility readiness prior to the go-live date for each facility.

##### **Milestone 4 - Submit Interim Progress Report**

The Contractor will be required to submit an Interim Progress Report to HCA with information on the initial implementation of the Initiative. HCA will provide a template for the Interim Progress Report and will review and approve submitted progress reports.

##### **Milestone 5 – Submit Final Progress Report**

The Contractor will be required to submit a Final Progress Report to HCA with information on the overall implementation progress of the Initiative and outcomes for clients. HCA will provide a template for the Final Progress Report and will review and approve submitted progress reports.

Milestones deadlines will be based upon the cohort a Facility participates in. Milestone deadlines for Cohort 1 are as follows:

	1) LOI	2) Implement. Plan	3) Readiness Assessment	Go-live with pre-release services	4) Interim Progress Report	5) Final Progress Report
<b>Cohort 1</b>	June 1, 2024	Oct 1, 2024	Mar 1, 2025	July 1, 2025	May 1, 2026	Oct 1, 2026

#### 5. HCA Responsibilities

HCA will provide IT infrastructure funding through the Capacity Building Program. If needed, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

HCA is soliciting for TPA to provide administrative support possibly starting as early as Q1 2025. The administrative support may include but may not be limited to assisting clients with Medicaid eligibility screening and application, supporting providers to become enrolled as a Medicaid provider, and serving as a claim clearinghouse that helps facilities and providers prepare and submit claims.

## 6. Capacity Building Program Funding

Contractors that complete Milestone 2 – Capacity Building Application, HCA will provide capacity building funding to facilities to support the planning for and implementation of the Demonstration. Eligible uses of the funding are available in Appendix A, and include the following activities:

- a. IT infrastructure funding to support systems changes for data exchange, access to virtual health services, and other IT needs.
- b. Reentry planning and implementation funding to support planning expenses, such as the development of process changes, protocols, and procedures for implementation and hiring and training of staff.

Maximum funding for reentry planning and implementation will vary by facility size, based on their average daily population for the period of time specified in the Contractor's Letter of Intent response. The table below delineates the maximum funding amounts for Tier 2 facilities. The maximum IT infrastructure funding will be \$1 million for each participating facility.

Facility tier (based on average daily population)	Total capacity building funding per facility	Total IT infrastructure funding per facility	Total funding per facility
Tier 2 (50 – 249)	<b>\$1,250,000</b>	<b>\$1,000,000</b>	<b>\$2,250,000</b>

## 7. Milestone Deliverables Compensation Table

HCA will assess Contractor's progress towards achieving the Initiative goals based on achievement of specific milestones and measured by these milestones. Distribution of Capacity Building funding to Contractor is based on a Contractor's tier as described below and is contingent upon their completion of the implementation milestones described below.

Milestones will be developed by the State in consultation with stakeholders and members of the public and approved by CMS. Generally, progress milestones will be organized into the following categories:

Milestones	Funding	IT Funding	Timing for Cohort 1
<b>Planning Milestones Before Go-Live with Pre-Release Services</b>			
<b>1) Letter of Intent Submission</b>	10% of total RPP funding upon submission: Tier 2: \$125,000	N/A	Due Date June 1, 2024 Funding Paid: July 2024

<b>2) Capacity Building Application Submission</b>	Up to 40% of total RPP funding upon approval: Tier 2: Up to \$500,000	Up to \$500,000 upon approval of the Application	Due Date: October 1, 2024 Funding Paid: December 1, 2024
<b>3) Readiness Assessment Submission and Approval</b>	Up to 40% of total RPP funding upon approval: Tier 2: Up to \$500,000	Up to \$500,000 upon approval of the Readiness Assessment	Due Date: March 1, 2025 Funding Paid: July 1, 2025
<b>Implementation Milestones After Go-Live with Pre-Release Services</b>			
<b>4) Interim Progress Report Submission</b>	Up to 5% of total RPP funding upon submission: Tier 2: Up to \$62,500	N/A	Due Date: May 1, 2026 Funding Paid: July 1, 2026
<b>5) Final Progress Report Submission</b>	Up to 5% of total RPP funding upon submission: Tier 2: Up to \$62,500	N/A	Due Date: November 1, 2026 Funding Paid: January 1, 2027

### Participating in the Evaluation

Contractor will support the Evaluation of the Initiative. HCA contracted with an independent evaluator to evaluate the Waiver. The evaluator will use claims data from pre-release services to assess the effectiveness of this Initiative. The evaluator stores and analyzes the data in a secure environment. Facilities that participate are consenting to the use of this claims data for evaluation. Facility staff may also be asked to participate in qualitative interviews performed by the independent evaluator regarding their experience participating in the Initiative, to inform the evaluation.



## **Appendix A: Eligible Uses of Capacity Building Funding**

### **Eligible uses of capacity building funds**

- Development of protocols and procedures.
  - Expenditures to support the preparation/execution of policies and procedures related to enrollment and suspension/unsuspension and pre- and post-release reentry navigation services.
- Additional activities to promote collaboration.
  - Expenditures for additional activities that will advance collaboration among stakeholders. This may include conferences and meetings convened with the agencies, organizations, and stakeholders involved in the initiative.
- Expenditures for planning to focus on developing processes and information sharing protocols to:
  - Identify uninsured individuals who are potentially eligible for Medicaid/Children's Health Insurance Program (CHIP).
    - Assist with the completion of an application.
    - Submit an application to the county social services department for coordinating suspension/unsuspension.
    - Screen for eligibility for pre-release services and reentry planning in a period for up to 90 days immediately prior to the expected date of release.
    - Deliver necessary services to eligible individuals in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.
    - Establish ongoing oversight and monitoring process upon implementation.
- Hiring of staff and training to:
  - Assist with the coordination of enrollment/suspension/unsuspension.
  - Provide reentry navigation services during the 90-day pre-release period, and to support reentry.
  - Provide overall guidance on how to work with justice-involved individuals effectively and appropriately.
  - Support an environment appropriate for provision of 90-day pre-release services.
  - Accommodations for private space, such as correctional facility-grade moveable screen walls, desks, and chairs to conduct assessments and interviews within carceral settings.

### **Eligible uses of IT infrastructure funding**

- Electronic interfaces for prisons, jails, and youth facilities to support enrollment/suspension.
- Enhancements to existing IT systems to create and improve data-exchange to support reentry navigation services in the 90-day pre-release and post-release period.

- Adoption of system upgrades to ensure compatibility with Epic's data sharing platform. Any additional expenses related to upgrades—including the billing module or new platforms—not covered by Health Care Management and Coordination System (HCMACS) which will likely not be available until mid-2025.
- Installation of audio-visual equipment or other technology to support provision of pre-release services delivered via telehealth in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.

## **ATTACHMENT 2: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES**

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: HCA DBHR Contract Manager.
- a. *Source of Funds*: This Contract is being funded through Washingtons State's five-year Medicaid Transformation Project 2.0 approved under section 1115(a) of the federal Social Security Act by the Center for Medicare and Medicaid Service (CMS) on June 30, 2023, No. 11-W-00304/0 and 21-W-00071/0.
  - b. *Period of Availability of Funds*: Funds will become available to Contractor or Subrecipient commencing on the date of final signature of the Contract to which is attached and continuing through June 30, 2028.
  - c. *Single Audit Act*: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
  - d. *Modifications*: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    - 1) Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the Contract.
      - iii. Change in a key person specified in the Contract.
      - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
    - 2) No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. *Sub-Contracting*: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
  - f. *Condition for Receipt of Health Care Authority Funds*: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the

Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

- g. *Unallowable Costs*: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. *Supplanting Compliance*: SABG: If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Federal Compliance*: The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. *Civil Rights and Non-Discrimination Obligations*: During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information  
 Washington State Health Care Authority  
 Post Office Box 42710  
 Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, Island County Jail. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**: The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    - i. The dangers of drug abuse in the workplace;
    - ii. The contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
  3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
    - i. Abide by the terms of the statement; and



- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**

WA State Health Care Authority  
 PO Box 42700  
 Olympia, WA 98504-2700

- c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.
- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

**f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:</b>	<b>TITLE:</b>
<b>PLEASE ALSO PRINT OR TYPE NAME:</b>	
<b>ORGANIZATION NAME: (if applicable)</b>	<b>DATE:</b>

## **EXHIBIT A: CENTERS OF MEDICARE & MEDICAID SERVICES, SPECIAL TERMS AND CONDITIONS**

The Special Terms and Conditions portion of the MTP 2.0 Waiver is an integral part of this Contract and is incorporated herein by this reference and is not attached but is available upon request from the HCA Contract Manager.





**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**MEETING DATE: 8/21/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Fred Snoderly, Director**

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**Amount of time requested for agenda discussion. 45 minutes**

**DIVISION: County Roads**

**Agenda Item No.: 1**

**Subject: Edgecliff Drive Outfall Project, JL 00602-101**

**Description:** County Drainage Project (CDP) initiation with the updated Engineering Estimate.

**Attachment: Memorandum, CDP Initiation**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: County Roads**

**Agenda Item No.: 2**

**Subject: Interagency Agreement with the City of Langley**

**Description:** Reimbursement for the Work/Service requested by the City of Langley for the “Edgecliff Drive Watermain Replacement” concurrent with the Island County’s “Edgecliff Drive Outfall Project, JL 00602-1101.”

**Attachment: Memorandum, Interagency Agreement**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

**DIVISION: County Roads**

**Agenda Item No.: 3**

**Subject:** Public Works Project Initiation, PWP 24-01, JL 00095-0701

**Description:** Public Works Project Initiation (PWP) for PWP 24-01; JL 00095-0701 to add Rhododendron Park Road to Patmore Road Trail (Phase 3). The project is to be added the Annual Construction Program as ACP No. 33. The Project is currently on the Island County Six-Year Transportation Improvement Plan.

**Attachment:** Memorandum, PWP 24-01 JL 00095-0701, Project Cut Sheet with Vicinity Map

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Solid Waste**

**Agenda Item No.: 4**

**Subject:** Solid Waste Long Haul Transportation & Disposal Services Contract

**Description:** The current contract for solid waste transportation and disposal services expires on December 31, 2024. Notice of a Request for Proposals for service provision was published, proposals were received, and interviews were conducted. Proposals were ranked according to stated evaluation criteria, a contractor has been selected, and contract negotiations will begin.

**Attachment:** Memorandum, Notice of Request for Proposals, Request for Proposals

**Request:** *(Check boxes that apply)*

- |  |  |
|--|--|
| <input type="checkbox"/> Move to Consent               | <input type="checkbox"/> Move to Regular           |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request             | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

*Matthew Lander, P.E., Assistant County Engineer*

---

1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [M.Lander@islandcountywa.gov](mailto:M.Lander@islandcountywa.gov)

### MEMORANDUM

August 21, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, County Engineer

RE: County Drainage Project (CDP) for Edgecliff Drive Outfall, JL 00602-1101

---

This project will replace an existing bluff outfall which is discharging stormwater from Edgecliff Drive in a manner that results in bluff erosion. The new outfall will include tightlined pipe and diffuser tee.

In 2022 a CDP (22-03) was assigned to this proposed project but was not presented to Island County Board of Commissioners.

The Engineering estimate for the project is \$480,975, which includes approximately \$35,475 of contingencies. This Engineering Estimate also includes approximately \$66,900.74 that will be reimbursed from the City of Langley per Interagency Agreement.

Attachments:

CDP Initiation

Maint. Dist. Bayview

Resolution No. **C-**            -24  
**R-** 27 -24

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Island County, Washington.

In the matter of initiating a County Drainage Project designated as **CDP** 22-03 **JL** 00602-1101

**IT IS HEREBY RESOLVED THAT** Edgecliff Drive Outfall Road Log No.            M.P. N/A to M.P. N/A  
located in Sec. 2 TWP. 29N Rge 3E, WM will be improved as follows:  
This project will replace an existing bluff outfall discharging stormwater from Edgecliff Drive in a manner that results in bluff erosion. The new outfall will include tightlined pipe and diffuser tee.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

**IT IS FURTHER RESOLVED** that, based on the County Engineer’s estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown:

<b>PURPOSE</b>		<b>AMOUNT OF APPROPRIATION</b>	
<b>Engineering</b>	Preliminary .....	<u>\$125,000</u>	
	Construction .....	<u>\$79,000</u>	
	Sub-Total .....		<u>\$204,000</u>
<b>Right of Way Acquisition</b>		<u>\$5,000</u>	
	Engineering & R/W Sub-Total .....		<u>\$209,000</u>
	(Not subject to 36.77.065)		
<b>Construction</b>	Project Sub-Total .....	<u>\$236,500</u>	
	Contingencies .....	<u>\$35,475</u>	
	<b>TOTAL APPROPRIATION .....</b>		<b><u>\$480,975</u></b>
(To receive an approximate reimbursement amount of \$ 66,900.74 from the City of Langley)			
Source of Funds:	Roads: <u>X</u>	Grant: <u>          </u>	Other: <u>CWU</u>
Funds Allocated:	Planned: <u>          </u>	Secured: <u>X</u>	Source: <u>CWU #12 (2024-2029)</u>

           This project is included in the officially adopted Annual Road Program as Item No. :           .

           The project is hereby made a part of the officially adopted Annual Road Program in accordance with RCW 36.81.130 as Item No.           .

**IT IS FURTHER RESOLVED** that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

           The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

**ADOPTED** this            day of           , 2024.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

            
Jill Johnson, Chair

            
Melanie Bacon, Member

ATTEST:             
Jennifer Roll  
Clerk of the Board

            
Janet St. Clair, Member



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

*Matthew Lander, P.E., Assistant County Engineer*

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Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [M.Lander@islandcountywa.gov](mailto:M.Lander@islandcountywa.gov)

### MEMORANDUM

August 21, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, County Engineer

RE: Interagency Agreement

---

This Interagency Agreement is between Island County Public Works and the City of Langley. The City of Langley has a water distribution utility within the County Right-of-Way that conflicts with the County's Edgecliff Drive Outfall project and is required to be relocated, per Franchise #1(3).

The City of Langley determined the most efficient method to resolve the utility conflict and relocate the water line was to combine it with the County's project, and the City of Langley agrees to reimburse Island County Public Works of all cost including indirect costs and contingencies in performing the work described as "Edgecliff Drive Watermain Replacement".

The Engineering estimate for the Edgecliff Drive Watermain Replacement project is approximately \$66,900.74 as shown on the exhibit A.

**INTERAGENCY AGREEMENT**  
**Reimbursable**  
**Island County Public Works Department**

This Interagency Agreement, dated 16 day of July, 2024, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and **City of Langley**, hereinafter referred to as "**AGENCY**".

**WHEREAS**, RCW Chapter 39.34 permits governmental agencies to enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the **COUNTY** has a drainage project Edgecliff Drive Outfall, JL 00602-1101, CDP 22-03 within the **COUNTY** portion of Edgecliff Drive Road Right of Way; and

**WHEREAS**, the **AGENCY** has a water distribution utility, Franchise #1(3), within **COUNTY** Right of Way that is in conflict with the **COUNTY** project and is required to relocate the utility at its expense.

**WHEREAS**, the **AGENCY** determined that the most efficient method to resolve the utility conflict is to combine the utility construction with the **COUNTY**'s project.

**WHEREAS**, the **AGENCY** is requesting from the **COUNTY**, as a reimbursable request, assistance as described in Attachment A.

**WHEREAS**, the **COUNTY** wishes to promote mutual cooperation among the various departments; and

**NOW, THEREFORE**, for and in consideration of the mutual and valuable benefits to be derived by the parties pursuant to this Agreement:

**WITNESSETH:** It is hereby agreed by and between the **COUNTY** and the **AGENCY** as follows:

1. The **AGENCY** shall:
  - a. request **COUNTY** assistance in writing through its designated official citing description of work/service requested.
  - b. reimburse the **COUNTY** for the cost of aiding, including indirect costs, with payment due within thirty (30) days of receipt of bill.
  - c. Provide engineering plans for the water bypass and relocated waterline.
  - d. Provide an engineers estimate and bid schedule for requested work.
  - e. Provide any project-specific or APWA special specifications for the water bypass and relocated waterline.
  - f. Provide construction engineering support related to water bypass and relocated waterline.
  - g. defend, hold harmless and indemnify the **COUNTY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, arising from the

willful or negligent acts or omissions of the **AGENCY'S** officers and employees while operating under this Agreement.

2. The **COUNTY** shall:

- a. be the administrator of this Agreement through the County Engineer or his/her designee.
- b. after receipt of a request for **COUNTY** assistance, advise the **AGENCY** if resources are available or not and the approximate time they would be provided or available for use.
- c. submit an itemized invoice to the **AGENCY** upon completion of requested assistance.
- d. retain control and direction of all **COUNTY** personnel and **COUNTY** equipment provided to the **AGENCY** for completion of requested assistance.
- e. defend, hold harmless and indemnify the **AGENCY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, arising from the willful or negligent acts or omissions of the **COUNTY'S** officers and employees while operating under this Agreement.

3. The **AGENCY** certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the **COUNTY** Road Fund will be made within thirty (30) days of receipt of bill. The **COUNTY** will finance and budget its responsibilities under this Agreement.

4. No real or personal property will be jointly acquired for use in fulfilling this Agreement. Any such property used in this Agreement is the property of the **COUNTY**.

5. Any amendments, modifications, or changes to this Agreement must be in writing and approved by the parties, hereto.

6. This Agreement shall take effect upon its execution by the **AGENCY** and the **COUNTY**. It shall continue in force and effect through the completion of the requested services as outlined in Attachment A and reimbursement to Island County Public Works as outlined in Exhibit A.

7. Either party may terminate this Agreement early by providing a thirty (30) day written notice of the intent to terminate to the other party. The **AGENCY** shall pay the **COUNTY** for all requested work or services provided through the date of termination.

8. This Agreement does not release the **AGENCY** of any of its responsibilities in its Franchise agreement: Franchise #1(3).

9. **Disputes.**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs.



In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, this action shall be initiated in the Superior Court of the State of Washington situated in a county adjacent to Island County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The **AGENCY** hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in a county adjacent to Island County.

10. **Filing.**


Pursuant to RCW 39.34.040 and Island County Standards, a copy of this Agreement shall be filed with the Island County Auditor listed by subject on the **COUNTY'S** website or other electronically retrievable public source.

11. Insurance. Each party shall maintain its own insurance and / or self-insurance for its obligations from damage to property and / or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and / or self – insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self – insurance upon request.
12. Nothing contained in this Agreement shall be construed as creating any type of manner of partnership, joint venture, or other joint enterprise between the parties.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

AGENCY:  
CITY OF LANGLEY

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

 7.16.24  
\_\_\_\_\_  
Kennedy Horstman, Mayor      Date

\_\_\_\_\_  
Jill Johnson, Chair      Date

Attest:

 7-16-24  
\_\_\_\_\_  
City Clerk

Approved as to Form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jennifer Roll  
Clerk of the Board

## ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the awarded **CONTRACT COMPANY** concurrent with the Edgecliff Drive Outfall project, JL 00602-1101, CDP 22-03. It is understood that this work will be done at the convenience of the Island County Public Works Department (Roads Division) and that the undersigned **AGENCY** will reimburse all costs, including indirect costs.

Invoicing for work performed will be based on actual labor/equipment/materials costs including indirect costs.

**DESCRIPTION OF WORK/SERVICE REQUESTED:** Edgecliff Drive Watermain Replacement will be accomplished by Contractor Forces:  
Edge Cliff Drive, Langley WA

The **AGENCY** will provide:

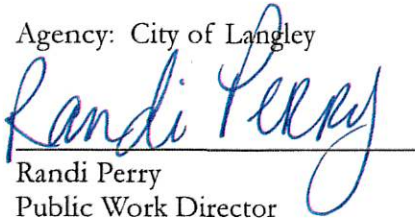
- public outreach related to the watermain bypass and replacement.
- towing vehicles as necessary and within City's boundaries
- locate and provide utility risers.
- locate and provide monument risers within City boundaries.
- Install two new 8" Isolation Valves before the contractor starts work.

**Desired Completion Date:** December 1, 2024.

**Total Cost Estimate:** \$ 62,200.00 – 71,600 .

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the Road Fund will be made promptly unless otherwise modified in this agreement.

Agency: City of Langley

  
Randi Perry  
Public Work Director

Date: 7/16/24

Request Reviewed and Approved:

\_\_\_\_\_  
Ed Sewester, P.E.  
County Engineer

Date: \_\_\_\_\_

(Interagency Agreement Reimbursable)

## **EXHIBIT A**

### **2024 City of Langley Watermain Replacement.**

**CDP 22-03, J.L. 00602-1101, City of Langley.**

Watermain Replacement will be accomplished by installing a watermain bypass system, excavation, cutting and disposal of an existing asbestos cement pipe (ACP), installation of polyvinylchloride (PVC) pipe, and restoration of paved and unpaved road shoulder.

**Locations:** Edgecliff Drive (east end of Langley City limit)

### **ENGINEER'S ESTIMATE**

**ENGINEER'S OPINION OF COST**  
**Edgecliff Drive Outfall**  
**Whidbey Island**  
**JL 00602-1101 CDP 22-03**

Item No.	Specs.	Estimated Quantity	UOM	Description	COST	
					Unit Price	Total Amount
001	1-09.7	1	LS	MOBILIZATION	\$ 6,500.00	\$ 6,500.00
002	1-04.4(1)	5000	CALC.	MINOR CHANGE	\$ 1.00	\$ 5,000.00
003	1-10.3(1)A	24	HR	FLAGGERS	\$ 65.00	\$ 1,560.00
004	1-10.3(1)A	1	LS	STRUCTURE EXCAVATION CLASS B	\$ 500.00	\$ 500.00
005	1-10.4(1)	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	\$ 1,000.00	\$ 1,000.00
006	2-02.3 (SP)	1	LS	REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL	\$ 5,000.00	\$ 5,000.00
007	7-09.5 (SP)	1	LS	WATER MAIN BYPASS SYSTEM	\$ 8,000.00	\$ 8,000.00
008	7-09.5 (SP)	31	LF	PVC PIPE FOR WATER MAIN 8 IN. DIAM.	\$ 241.00	\$ 7,471.00
009	7-15.5	1	EA	SERVICE CONNECTION 1 IN. DIAM.	\$ 2,000.00	\$ 2,000.00
010	5-04.5 (SP)	75	SF	PAVEMENT REPAIR	\$ 7.00	\$ 525.00
011	9-03.19	12	TON	BANKRUN GRAVEL FOR TRENCH BACKFILL	\$ 40.00	\$ 480.00
012	9-14.1(1)	1	LS	ROADSIDE RESTORATION	\$ 600.00	\$ 600.00
013		2500	EST.	MATERIAL TESTING	\$ 1.00	\$ 2,500.00
014		80	HR	PROJECT MANAGEMENT/ PLANNING/ EMPLOYEES	\$ 80.00	\$ 6,400.00
015		1	EST.	INDIRECT COST	\$ 10,638.56	\$ 10,638.56
016		1	EST.	CONTINGENCY	\$ 8,726.18	\$ 8,726.18
<b>TOTAL OPINION OF COST:</b>					<b>\$</b>	<b>66,900.74</b>

**Estimate Range: \$62,200.00 to \$71,600.00**

Item No.	Specs.	Estimated Quantity	UOM	Description	COST	
					Unit Price	Total Amount
Estimate Prepared by:				<i>ea Maymont</i>		7-22-24
				Engineer		Date
Approved By:				Edward Sewester, P.E.		Date
				County Engineer		



## Island County Public Works

*Fred Snoderly, Director*

*James Sylvester, Assistant Director*

1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [F.Snoderly@islandcountywa.gov](mailto:F.Snoderly@islandcountywa.gov) | [J.Sylvester@islandcountywa.gov](mailto:J.Sylvester@islandcountywa.gov)

### MEMORANDUM

August 21, 2024

TO: Board of Island County Commissioners

FROM: Catherine Kelley, Project Manager II  
Island County Public Works Roads Division, Paths and Trails

RE: Public Works Project Initiation, PWP 24-01, ACP 33  
Rhododendron Park Road to Patmore Road (Phase 3) JL 00095-0701

Public Works is requesting approval by the Board of County Commissioners to proceed with the Public Works Project Initiation (PWP) for development of Rhododendron Park Road to Patmore Road Trail. This project will extend Rhododendron Trail as the third phase in addition to Rhododendron Trail Phase 1 from Main Street in Coupeville to Jacobs Road and Rhododendron Trail Phase 3 from Jacobs Road to Rhododendron Park Road on the west side of SR 20 in WSDOT Right of Way. The project will be added to the Annual Construction Program as number 33 and is included in the PWP.

As shown on the attached Project Cut Sheet with a vicinity map, the new 1.5-mile, 10-foot wide paved non-motorized trail will connect to Patmore Road from SR-20 in Coupeville from Rhododendron Park Road where Rhododendron Trail Phase 2 ends. Rhododendron Road to Patmore Road Trail will provide protection from high speed vehicles for Ryan's House for Youth and all trail users for safe access into Coupeville for business, shopping, recreation, and transit service. The trail also makes connections to the Central Whidbey Bicycle Tour Route.

Rhododendron Park Road to Patmore Road Trail has been listed on the Island County Six Year Transportation Plan (TIP) for the last two years and is included in the current 2025-2030 Six Year TIP. Public Works intends to use the initial \$450,000.00 Preliminary Engineering funds of for development of the engineering plans, specifications, and draft bid documents for construction. As shown in the attached Project Funding Summary, the new trail is estimated to cost \$3,475,000.00.

Public Works intends to apply for a Transportation Alternatives (TA) Grant and Surface Transportation Block Grant (STBG) and other available grants to partially fund project construction and property acquisition. Road Funds will be used for the remainder of construction costs. The new trail will be added to Island County's trail lease agreement with WSDOT.

Enclosures: Draft Public Works Project Initiation, PWP 24-01; JL 00095-0701  
Project Cut Sheet with Vicinity Map



# PUBLIC WORKS PROJECT INITIATION

JL NO. 00095-0701

BEFORE THE BOARD OF )  
ISLAND COUNTY COMMISSIONERS )

RESOLUTION NO. C- -19  
R- -19

In the matter of initiating a Public Works Project, designated as **Project No. PWP 24-01, JL 00095-0701.**

**IT IS HEREBY RESOLVED THAT THE Rhododendron Park Rd. to Patmore Rd. Trail (Phase 3)**, located in Sec. 1, T 2, R 1E, WM be designed and constructed as follows:

**Design:** Work generally includes site reconnaissance, survey, biological and geotechnical assessments, preliminary design and trail alignment development. Design will result in Plans, Specifications and Estimate to be approved by the Washington State Department of Transportation (WSDOT).

**Right of Way:** Work generally consists of landowner contact, and agreement negotiation. This phase will result in an approved airspace lease of right-of-way with WSDOT for trail construction and operation.

**Construction:** Work generally consist of bidding a public works contract and construction of the trail per the approved design. Work may include opportunities for public involvement in the construction, such as work parties organized for specific tasks as identified in the approved plans.

**Funding and Budget:** This project will be partially funded by a planned combination of Federal Highway Administration Transportation Alternatives (TA) Grant, Surface Transportation Block Grant (STBG), County Road Funds, and a WSDOT Local Programs Grant. This funding is anticipated to cover most of the costs for Preliminary Engineering Right of Way, and portions of Construction. Funding for remaining project costs will come from the Road Fund.

**WHEREAS** this project will be made part of the officially adopted Annual Road Program, the Public Works Director is hereby ordered and authorized to report and proceed thereon based upon the following appropriation:

## PURPOSE

## AMOUNT OF APPROPRIATION

Engineering	Preliminary .....	\$ 450,000	
	Construction .....	\$ 2,500,000	\$
	Sub-Total .....		\$2,950,000
Right of Way Acquisition .....		\$ 525,000	
Engineering & R/W Sub-Total .....			\$3,475.00
Construction	.....	\$ 2,500,000	
	Contingencies: .....	\$ 250,000	
	Project Sub-Total.....		\$ 3,725,000
TOTAL APPROPRIATION .....			\$

Source of Funds: Roads - \$450,000

Grants: \$ 2,400,000 (RAISE/  
Reconnecting Communities  
Grants: \$ 875,000 (STBG/TA)

Funds Allocated: Planned ☒ Secured ☒

☐ This project is included in the officially adopted Annual Road Program as Item No. \_\_\_\_\_

☒ The project is hereby made part of the officially adopted Annual Road Program in accordance with RCW 36.81.130 as line Item No. 33.

## **IT IS FURTHER RESOLVED THAT:**

☒ The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

☐ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

**PUBLIC WORKS PROJECT INITIATION**  
**JL NO. 00095-0701**

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

\_\_\_\_\_  
Jill Johnson, Chair

\_\_\_\_\_  
Melanie Bacon, Member

ATTEST: \_\_\_\_\_  
Jennifer Roll,  
Clerk of the Board

\_\_\_\_\_  
Janet St. Clair, Member



# Rhododendron Trail Phase 3



## Project Status

Preliminary engineering and design work is planned for 2025-26. Right of way acquisition is scheduled to begin in 2026, with a construction target of 2027. Construction is dependent on identification of available funding sources.

## Project Description

The Rhododendron Trail Phase 3 trail project will construct a 10-foot wide paved shared use non-motorized trail on the west side of SR-20 from Rhododendron Park Road to Patmore Road in Coupeville. The trail will extend approximately 1.50 miles and connect to Phase 1 and 2 of Rhododendron Trail. The trail will also make connections to Ryan's House for Youth and the Central Whidbey Bicycle Tour Route.

This non-motorized trail segment is part of a long-range Whidbey Isle Trail concept for a trail that extends along the full length of Whidbey Island, adjacent to the State Highway.

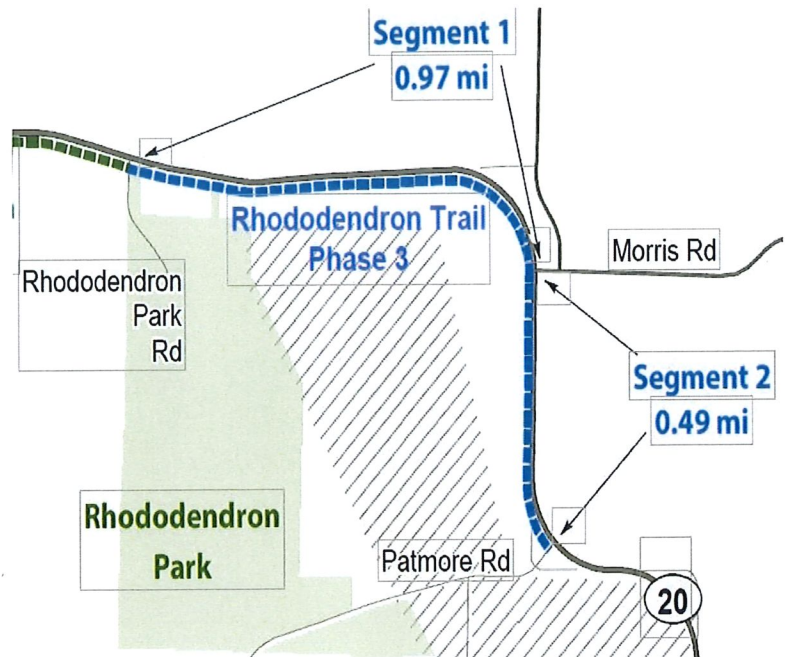
## Project Benefits

**Access, Mobility and Safety:** Active transportation network enable a variety of users to reach more destinations without an automobile. Well designed infrastructure decreases conflicts between users by increasing predictability of movements. The trail will protect vulnerable users from high-speed motor vehicle traffic and will be ADA compliant.

## Environmental, Health, and Equity

Rhododendron Trail Phase 3 will also provide equitable trail access to the surrounding communities while providing multiple environmental benefits stemming from reduced use of motor vehicles reducing greenhouse gas and carbon emissions for cleaner, healthier air. The trail will provide opportunities for healthy activities by encouraging people to walk or bike.

**Economic Vitality:** This project enhances recreational opportunities as well as pedestrian and bicycle connections to local businesses, community facilities, and residential areas.



Cost: \$450,000

**Island County Public Works***Fred Snoderly, Director**James Sylvester, Assistant Director*1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [F.Snoderly@islandcountywa.gov](mailto:F.Snoderly@islandcountywa.gov) | [J.Sylvester@islandcountywa.gov](mailto:J.Sylvester@islandcountywa.gov)**M E M O R A N D U M**

August 21, 2024

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Solid Waste Long Haul Transportation and Disposal Services Contract**

The current contract for solid waste transportation and disposal services expires on December 31, 2024. Notice of a Request for Proposals (RFP) for service provision was published on March 20, 2024. Proposals were due by June 14, 2024. Two proposals were received, as submitted by Waste Management Disposal Services of Oregon, Inc., and Regional Disposal Company-DBA Republic Services. Interviews were conducted.

Proposals were then scored according to cost of services; prior experience; management capability; schedule availability; financial resources and stability; nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided in the RFP.

Republic Services scored the highest evaluation score, and Public Work recommends entering contract negotiations with Republic Services for the long haul contract.

In summary, both Waste Management and Republic Services are experienced, credible, capable, and well-regarded service providers, and scored highly in all evaluation criteria. Regarding cost, proposed per ton landfilling disposal costs and per haul transportation costs were applied to known 2023 tonnages and hauls, and each proposal was considered.

Waste Management proposed costs represented a 41.1% increase over current expenditures; Republic Services proposed costs represented a 36.6% increase. Republic Services annual costs were assessed at \$207,040 less than costs as proposed by Waste Management.



## **NOTICE**

### **REQUEST FOR PROPOSALS (RFP) SOLID WASTE LONG HAUL TRANSPORTATION & DISPOSAL SERVICES ISLAND COUNTY, WA**

The Island County, Washington, Public Works Department, Solid Waste Division (County) is hereby soliciting proposals from qualified firms or individuals for solid waste transportation and disposal services. It is the purpose of this RFP solicitation to secure long-term, long haul transportation and disposal services for solid waste collected at Island County solid waste transfer stations (2) located on Whidbey Island, WA and Camano Island, WA. The County is seeking proposals from experienced entities that are operationally, technically, financially, and legally qualified to provide the required services.

A copy of the complete RFP may be obtained by contacting Jeff Hegedus, Island County Solid Waste Division Manager, at (360)679-7338, or by email at [j.hegedus@islandcountywa.gov](mailto:j.hegedus@islandcountywa.gov). Questions regarding the RFP must be submitted via email to Jeff Hegedus at [j.hegedus@islandcocountywa.gov](mailto:j.hegedus@islandcocountywa.gov) by April 26, 2024. Sealed written proposals, including complete submission of qualifications and all other information and materials as specified in the RFP, must be submitted to Jeff Hegedus, Solid Waste Division Manager, Island County Public Works Department, 1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 no later than 4:00 pm PST on June 14, 2024. Award of contract is scheduled for August, 2024. The initial term of contract shall be for six (6) years commencing on January 1, 2025 with options to renew for one or two (2) additional terms of six (6) years.

Selection criteria may include, but are not limited to, cost of services; prior experience; management capability; schedule availability; financial resources and stability; nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided in the RFP.

**REQUEST FOR PROPOSALS (RFP)**  
**SOLID WASTE LONG HAUL TRANSPORTATION & DISPOSAL**  
**ISLAND COUNTY, WA**  
**March 20, 2024**

**PROJECT OVERVIEW**

The Island County, Washington, Public Works Department, Solid Waste Division (“County”) is soliciting proposals from qualified firms or individuals for solid waste transportation and disposal services. It is the purpose of this RFP solicitation to secure long-term transportation and disposal services for solid waste collected at Island County solid waste transfer stations (2) located on Whidbey Island, WA and Camano Island, WA. The County is seeking proposals from experienced entities that are operationally, technically, financially, and legally qualified to provide the required services.

The County’s current contract for solid waste receiving, transportation, and disposal services as subsequently amended expires on December 31, 2024.

**APPENDICES TO RFP**

All appendices to the RFP are attached and incorporated herein.

- A – Current Solid Waste Long Haul Transportation & Disposal Contract and Amendments
- B – Solid Waste System Interlocal Agreements
- C – Draft Contract Template
- D – Map of Receiving Facilities
- E – Statement of Organization
- F – Pricing Form

**1. SCHEDULE (all estimates subject to change)**

Public Announcement – March 20, 2024  
Pre-proposal Conference – To be scheduled at mutually beneficial time  
Questions Due – April 26, 2024  
Proposals Due – June 14, 2024, 4:00 pm PST  
Begin Evaluation of Proposals – June 17, 2024  
Begin Interviews – June 24, 2024  
Begin Contract Finalization Discussions – July 5, 2024  
End Contract Finalization Discussions – July 31, 2024  
Proposal Selection and Contract Award – August, 2024  
Execute Contract – September, 2024

**2. SUBMITTAL INSTRUCTIONS**

Sealed written proposals (including complete submission of qualifications and all other information and materials as specified in this RFP) shall be submitted to Jeff Hegedus, Solid Waste Division Manager, Island County Public Works Department at 1 NE 7<sup>th</sup> Street, Coupeville, WA 98239, no later than 4:00 pm PST on June 14, 2024 (“Proposal Due Date”).

**3. FIRM OFFER**

Submitted Proposals shall remain firm and unaltered after the time of the Proposal Due Date for one hundred eighty (180) calendar days from such date. The County and Proposer may mutually agree to additionally extend the evaluation period during which the proposal shall remain firm and unaltered.

#### 4. WITHDRAWAL OF PROPOSALS

Written requests to withdraw a proposal received by the County prior to the scheduled Proposal Due Date will be accepted and the Proposal will be returned unopened. No oral requests to withdraw a proposal will be allowed. Requests to withdraw a proposal must be addressed and labeled in the same manner as the proposal and marked as WITHDRAWAL of the proposal. If the Proposer wishes to modify and resubmit the Proposal, it must be submitted prior to the Proposal Due Date. Requests for withdrawal after the time of closing on the Proposal Due Date (final date for submission) may only be allowed at the County's sole discretion.

#### 5. EXAMINATION OF RFP BY PROPOSERS

The information, documents, and data contained in this RFP are provided for informational purposes only, without any representations or warranties. Each Proposer is responsible for conducting its own due diligence, and shall make its own examination, investigation and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that Proposer shall make no claim against the County because of any of the estimates, statements or interpretations made by any officer or agent of the County that may prove to be inaccurate in any respect.

#### 6. BACKGROUND

**County Information:** Island County is located on Puget Sound, and is comprised of Whidbey Island and Camano Island. Island County's population is estimated at 86,625 people in 2022 (US Census). Island County Solid Waste Division information can be accessed at <https://islandcountywa.gov/217/Solid-Waste>. Island County Code 13.02A – *Solid Waste Disposal*, which includes a “flow control” regulation requiring solid waste generated and collected within Island County to be disposed of through the Island County solid waste system, is available at: [https://library.municode.com/wa/island\\_county/codes/code\\_of\\_ordinances?nodeId=TITXIIIPUWO\\_CH13.02A\\_SOWADI](https://library.municode.com/wa/island_county/codes/code_of_ordinances?nodeId=TITXIIIPUWO_CH13.02A_SOWADI).

**Current Transportation and Disposal Services:** The Island County Comprehensive Solid and Moderate Risk Waste Management Plan (SWMP) describes the management of solid waste generated in the County. The SWMP is available at <https://www.islandcountywa.gov/DocumentCenter/View/3418/2020-Island-County-Solid-Waste-and-Moderate-Risk-Waste-Management-Plan-pdf?bidId=>. The cities/towns of Oak Harbor, Coupeville and Langley have signed Interlocal Cooperative Agreements with Island County (Appendix B).

The County operates two (2) transfer stations and two (2) drop box facilities. On Whidbey Island, solid waste generated and collected in unincorporated areas of the County, and from cities/towns, is delivered either 1) to one of two drop box facilities (self-haul delivery), and subsequently transferred by the County to the Coupeville transfer station, or 2) directly to the Coupeville transfer station (self-haul and route collection company delivery). On Camano Island, all solid waste is delivered directly to the transfer station (self-haul and route collection company delivery). These County locations are:

- **Whidbey Island Transfer Station:** 20018 SR 20, Coupeville, WA
- **Whidbey Island North Whidbey Drop Box Facility:** 3151 Oak Harbor Rd, Oak Harbor, WA
- **Whidbey Island Bayview Drop Box Facility:** 5790 South Kramer Rd, Langley, WA
- **Camano Island Transfer Station:** 75 East Camano Hill Rd, Camano Island, WA

The County compacts and transports all solid waste accepted at the County's solid waste sites at the Coupeville transfer station (hydraulic compaction for closed top containers, backhoe compaction for open top containers) and



Camano Island transfer station (backhoe compaction for open top containers, no closed top containers utilized). The County delivered approximately 58,210 tons of solid waste in calendar year 2023 from the two transfer stations, with the Camano Island transfer station comprising approximately 19% of the total tonnage.

Table 1 summarizes the monthly quantity of solid waste generated by both County transfer stations for 2021 through 2023.

**Table 1: 2021-2023 Solid Waste Tonnage at Island County Transfer Stations**

<b>Month</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
January	4,590	4,852	4,741
February	4,137	4,269	4,148
March	5,206	5,277	4,849
April	5,312	4,964	4,353
May	5,254	5,304	5,363
June	5,404	5,288	5,258
July	5,675	5,389	5,389
August	5,573	5,513	5,605
September	5,281	5,179	4,971
October	4,926	4,635	4,779
November	4,886	4,422	4,609
December	4,084	4,132	4,145
<b>Total</b>	<b>60,328</b>	<b>59,224</b>	<b>58,210</b>

## **7. SCOPE OF SERVICES**

The successful Proposer will be required to receive, transport, and dispose of all solid waste generated and collected by the County in accordance with the service Contract (Contract), substantially in the form of the service draft Contract Template attached hereto as Appendix C. Key terms used in this section are also defined and are more particularly described in the draft Contract Template, although the terms of the draft Contract Template shall prevail in the event of any inconsistency. The Contract will be subject to prevailing wage requirements in accordance with applicable law, including RCW 39.58.090(8) and RCW 39.12. The following is an overview of the scope of services:

**A. Delivery of Acceptable Waste:** The County requires that all Acceptable Waste generated in the County is directed to the County. The County agrees to use reasonable efforts to enter into, maintain, and enforce interlocal agreements with local governments in the County granting the County the right to designate the Disposal Sites for Acceptable Waste generated within the jurisdiction of such local governments.

**B. Receiving Services:** The successful Proposer will be required to utilize the Receiving Facility(s) (designated Island County transfer stations) identified in the Contract throughout the term of the Contract, unless an alternative Receiving Facility is approved in writing by the County Representative.

**C. Transport Services:** In addition to receiving services, the successful Proposer will be required to transport all Loaded Containers accepted at the Receiving Facility to the Disposal Site and return empty Containers from the Disposal Site to the Receiving Facility (transfer station).

**D. Disposal Services:** For disposal services, the successful Proposer will be required to utilize the Disposal Site identified in the Contract throughout the term of the Contract unless an alternative Disposal Site is approved in writing by the County Representative. The Disposal Site must be in compliance with WAC 173-351-300 Design Criteria (2)(a) or CFR Title 40, Subpart D, Section 258.40 Design Criteria, (2)(b) and be compliant with all applicable Federal, State, and Local laws, regulations, and rules.

**E. Alternative Operations Plan:** If the successful Proposer is unable to utilize any Facility proposed, the successful Proposer will be solely responsible for procuring the alternative Facility and any and all increases in costs including, but not limited to, transportation costs, disposal costs, and County capital and operational costs, associated with the alternative Facility.

**F. Capacity:** The successful Proposer will be solely responsible for providing sufficient capacity to receive, transport, and dispose of Waste in accordance with this Contract.

**G. Inspection of Loaded Containers and Unacceptable Waste:** The successful Proposer may inspect the contents of a Loaded Container. If the successful Proposer discovers Unacceptable Waste in a Loaded Container, the successful Proposer shall comply with the procedures set forth in the Contract.

**H. Average County Compacted Container Weight:** Prior to delivery at the Receiving Facility, the County will 1) hydraulically compact the Acceptable Waste, excluding other Solid Waste as determined by the County, that is accepted at the County Transfer Stations, or 2) place Acceptable Waste into open top containers, with backhoe compaction. The County estimates an annual average County hydraulically compacted container weight of twenty-six (26) to twenty eight (28) tons per County Compacted Container, and open top backhoe compacted annual average weight of eighteen (18) to twenty two (22) tons.

**I. Provision of Equipment:** Excluding equipment explicitly stated in the Contract to be provided by the County, the successful Proposer, at its sole cost and expense, agrees to furnish all equipment necessary to provide the services in accordance with the Contract. The successful Proposer will provide sufficient Containers, Chassis, and Trailers to provide services in accordance with the Contract which shall not in any event be provided by the Proposer in quantities less than those specified in the Contract.

**J. Appearance, Operation, and Maintenance of Equipment:** The successful Proposer shall adhere to the requirements for appearance, operation and maintenance of equipment set forth in the Contract.

**K. Hours of Operation:** The Contract sets forth minimum hours of operation for the Receiving Facility. The Contractor shall, upon request of the County Representative and without notice, extend the hours of operation due to the need for emergency response support as determined by the County.

**L. Record Keeping and Reporting:** The successful Proposer will be required to keep accurate records of all transactions connected with this Contract including, but not limited to, all correspondence and invoices, transaction tickets or receipts issued at a Contractor Receiving Facility or a Disposal Site. All such records may be subject to public disclosure pursuant to applicable law, including RCW 42.56.

**M. Fees, Credit for County Compacted Container Weight and Fee Adjustments:** For each Loaded Container delivered by the County and other Customers and accepted by the successful Proposer at the Receiving Facility, transported to and disposed of at the Disposal Site, the County will pay the successful Proposer a Receiving Services and Transport Services Fee and a Disposal Services Fee as specified in the Contract. For each Loaded Container delivered by the County or other Customer directly to the Disposal Site and disposed at the Disposal Site, the County will pay the successful Proposer a Disposal Services Fee only.

## **8. CONTRACT TERM**

The initial term of the Contract shall commence on **January 1, 2025** and shall expire on December 31, 2030, subject to the termination provisions and other terms of the Contract. The County shall have the option to renew the Contract for one or two (2) additional renewal terms of six (6) years, upon mutual agreement with the Proposer, in accordance with the substantial form of the Contract terms, as negotiated and agreed, as provided at Appendix C.

## 9. EVALUATION CRITERIA

Proposals will be scored according to the criteria indicated in Table 2 below.

**Table 2: Evaluation Criteria**

<b>Evaluation Criteria</b>	<b>Evaluation Factors</b>	<b>Criteria</b>
<b>Criteria 1: Letter of Intent and Method of Approach</b>	<ul style="list-style-type: none"> <li>– Letter of Intent/ Proposer’s understanding of project</li> <li>– Operations Plan <ul style="list-style-type: none"> <li>• Receiving facilities</li> <li>• Disposal Site</li> <li>• Transportation plan</li> <li>• Alternate operations plan</li> <li>• Equipment plan</li> <li>• Authorization to operate</li> <li>• Safety policies and procedures and safety record</li> <li>• Key personnel and staffing plan</li> <li>• Proposer representative and communications plan</li> <li>• Environmental protection plan</li> </ul> </li> <li>– Transition and implementation plan</li> <li>– Emergency response plan</li> </ul>	Thirty percent (30%)
<b>Criteria 2: Sustainability</b>	<ul style="list-style-type: none"> <li>– Transport Mode/Distance</li> <li>– Landfill Gas/Energy Recovery</li> </ul>	Five percent (5%)
<b>Criteria 3: Similar Service Experience/ Technical Expertise/ References/ Community Involvement/ Financial Stability</b>	<ul style="list-style-type: none"> <li>– Service experience</li> <li>– Performance history for similar services</li> <li>– Breach of contract resolution</li> <li>– References for similar services</li> <li>– Community involvement</li> <li>– Compliance and continuity of service provision history</li> <li>– Litigation history</li> <li>– Claims history and regulatory compliance</li> <li>– Audited financial statements</li> <li>– Certificate of insurability</li> <li>– Proof of ability to acquire Performance Bond</li> <li>– Bankruptcy history</li> </ul>	Fifteen percent (15%)
<b>Criteria 4: Pricing and County Operations Financial Impact</b>	<ul style="list-style-type: none"> <li>– Fees to be paid by County</li> <li>– Revenues to be paid to County</li> <li>– Estimated financial impact to County operations</li> </ul>	Fifty percent (50%)
<b>Criteria 5: Ability to Contract with Proposer</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Acceptance of substantial form of Contract Template terms</li> </ul>	Pass or Fail
<b>Evaluation Factors</b>		<b>100%</b>

## **10. PROPOSAL EVALUATION**

The selection criteria may include, but are not limited to: the Proposer's prior experience; management capability; schedule availability; financial resources and stability; cost of services; nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided per this RFP. Proposals will be evaluated based on the process described in the Revised Code of Washington (RCW) 36.58.090, including the following steps:

- A.** The County will complete an initial proposal review to determine completeness and responsiveness of all proposals received. The County will then interview each proposer whose proposal the County finds to be complete and responsive. In the event the County determines that a proposal is not complete or not responsive the County may at its sole discretion eliminate the proposal from further consideration.
- B.** The County will evaluate proposals found to be complete and responsive using the criteria set forth in this RFP. If deemed necessary, prior to ranking the proposals, the County may request written and/or oral clarifications of the proposals (and/or more detailed proposal information), conduct site visits to the proposed Disposal Site, and/or conduct other investigations to confirm the information provided in the proposals. Criteria ranking percentages are based upon "Unacceptable, Acceptable, Good, Better, or Best" determinations made by applicable County staff, at the County's sole judgment and discretion.
- C.** All information and elements of the submitted proposals may be topics for discussion during interviews. Interviews are intended to enhance the County's understanding of written proposals and will not be separately scored.
- D.** After the County has determined that the initial interview process has been completed, the County may then proceed with discussions with a Proposer recommended to the Board of County Commissioners. Such discussions shall include any necessary minor negotiation of final Contract terms, although such final contract terms shall be consistent with the terms of the substantial form of the Contract Template, and shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. In the event negotiations with the Proposer are not successful, the County may terminate the process and initiate negotiations with the next recommended preferred Proposer. This process may be repeated with other Proposers until an agreement is reached.
- E.** Prior to entering into the Contract with a recommended preferred Proposer (vendor), the Board of Island County Commissioners (Board) shall make written findings after holding a public hearing as required per RCW 36.58.090(6).

The Board hereby designates the Island County Public Works Director (or their designee), in consultation with the Island County Prosecuting Attorney's Office, to be the Board's representative for purposes of proposal evaluation and recommendation.

## **11. PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals shall be concise and address the required content requested in this section. Proposals are requested to be in 11 point font or greater and printed on 8.5" x 11" paper with no less than 1/2" margins. For page limitations specified herein, one side of a piece of paper constitutes one page.

All required signatures shall be made by an authorized representative of the Proposer who has legal authority to bind the Proposer to contractual obligations. Proposals by corporations must be executed in the corporate name by the President or Vice President (or other documented duly authorized corporate representative). The corporate address and state of incorporation shall be shown below the signature. Erasures, interlineations or other modifications in the submitted proposal shall be initialed and dated by the person authorized to sign the proposal.

The proposals shall be divided into sections, subsections, and appendices as shown in Table 3.

**Table 3: Proposal Format**

Section	Section Title	Pages
A.	Letter of Intent and Transmittal Page	2
B.	Method of Approach	50
C.	Sustainability	2
D.	Similar Service Experience/Technical Expertise/References/Community Involvement/Financial Stability	50
E.	Pricing and County Operations Financial Impact	2
F.	Acceptance of Contract terms	2

Proposals shall include, at a minimum, the following:

**A. Letter of Intent and Statement of Organization:**

1. **Letter of Intent:** Recommended length two (2) pages. The letter of intent must be signed in accordance with the signature requirements stated above. The letter of intent should at a minimum include the following information:
  - i. The Proposer's understanding of the work, including a brief overview of the Proposer's method of approach.
  - ii. Statement that the proposal is a firm offer valid for one hundred eighty (180) days from the Proposal due date.
  - iii. Statement that the Proposer acknowledges all addenda.
  - iv. Statement that the Proposer acknowledges and agrees to be willing and ready to commence services on the Commencement Date as described in Section IV above.
2. **Statement of Organization:** Proposer must complete and submit Statement of Organization (Appendix E). All subcontractors must be identified in Statement of Organization.

**B. Method of Approach:** Recommended length (50) pages, excluding the following that shall be included in a proposal appendix: facility drawings, equipment photos, manufacturer equipment drawings and literature, information relevant to authorization to operate, and key personnel resumes.

**1. Operations Plan:**

**i. Receiving Facility:**

- **General Information:** Name and location of the Receiving Facilities (transfer stations).
- **Container Delivery:** Description of operating procedures for acceptance of loaded Containers at each Receiving Facility.

**ii. Disposal Site:**

- **General Information:** Name, owners, operators, and description of the Disposal Site.
- **Location:** Location of the proposed Disposal Site.
- **General Arrangement Drawings:** Show full extent of all facilities, details of bottom liner and

permanent closure construction plans, location and details of groundwater and landfill monitoring system, pavement, rail lines, and other features within the property boundaries. Include details of permitted and expected future permitted landfill footprint.

- **Landfill Gas Management Plan:** Provide description of the facilities and systems employed for capturing and managing landfill gas generated at the Disposal Site. Include system performance information, including capture rates, percent methane in the landfill gas, gas uses and other explanation to describe the functioning of the landfill gas management system. This information will be used by the County for assessing the sustainability evaluation criteria points.
- **Landfill Groundwater Monitoring Plan:** Provide detailed description of the current groundwater monitoring network. Include drawings and system performance information.
- **Acquisition/Construction/Renovation Plan:** Description of the timeline, key milestones, and other requirements to acquire, construct, and/or renovate the proposed Disposal Site.
- **Capacity:** Description of the total daily capacity, available daily capacity, and remaining capacity of Disposal Site through the initial Term of the Contract (December 31, 2030). Total daily capacity means the average current capacity of the Disposal Site on a weekday. For example, “the Disposal Site has the capacity to dispose of X tons per weekday”. Available daily capacity means the total daily capacity less the average capacity that is utilized by other customers. Available daily capacity is capacity that can be used to serve the County. Remaining capacity means the capacity currently available prior to closure of the Disposal Site. Total daily capacity and available daily capacity shall be stated in tons per day. Provide evidence supporting the available daily capacity and remaining capacity of the Disposal Site.
- **Gate House Procedures:** Description of gate house procedures at Disposal Site including daily gate house record keeping and record sharing with the County (in compliance with applicable law, including RCW 42.56).

iii. **Transportation Plan:** Description of transportation services including:

- **General Information:** Overview of transportation services approach for each Receiving Facility. In addition, name(s) of owner of firm or firms providing transportation services.
- **Teaming Experience of Proposer and Transportation Service Firm(s):** Description of current and prior projects for which Proposer has teamed with firm providing transportation services. Provide evidence of the transportation services firms’ commitments to fulfill their role in the services for the term of the Contract including any and all renewal terms.
- **Transportation Distances:** Provide distances, measured to the nearest mile, for each leg of the transportation route that will be employed, and include a description of the mode of transportation used for each leg of the route. This information will be used by the County for assessing the sustainability evaluation criteria points.

iv. **Alternate Operations Plan:** Description of procedures and facilities Proposer will use to address short term (five [5] days or less) and long term (greater than five [5] days) difficulties and/or inability to provide services using Proposer’s procedures and proposed Facilities. Identify an alternative Receiving Facility, alternative transportation services, and alternative Disposal Site.

v. **Equipment Plan:** Proposer shall meet the equipment requirements as set forth in the draft Contract Template in Appendix C. The equipment description must include the make, model, and age of each proposed type of equipment. Equipment photos and manufacturers’ drawings and literature should be included in an Appendix. Proposer shall describe the following:

- All equipment that will be needed or employed at the Receiving Facility.

- Primary mobile-portable equipment used for waste transportation, including but not limited to closed and open top containers, chassis, and trailers.
  - Excluding equipment at the Disposal Site, the total number of equipment units including spare units that will be available to perform each service under the Contract.
  - Excluding equipment at the Disposal Site, any equipment to be acquired in the future, and a timeline for acquisition of such new equipment.
  - Excluding equipment at the Disposal Site, preventive and unscheduled maintenance program for all Proposer-furnished equipment used to perform services under the Contract, including the proposed frequency of cleaning waste containers. Identify parties who will be responsible for maintenance and cleaning of the equipment.
- vi. **Authorization to Operate:** For existing facilities, copies of all current facility operating permits, financial assurances, and the past five (5) years of health district or other public oversight inspection reports for the Disposal Site. Provide the last two annual landfill monitoring reports for the proposed Disposal Site.
- vii. **Safety Policies and Procedures and Safety Record:** Description of safety policies and procedures that will be in effect at the Receiving Facility and the Disposal Site to ensure the safety of Proposer's personnel, County staff, and other third parties. Provide the Proposer's documented safety record over the past five (5) years for its operations in Washington, Oregon and Idaho, including a summary of all accidents that involved injury, death, property damage and/or lost work time.
- viii. **Key Personnel and Staffing Plan:** Proposer shall describe the following:
- Proposed staffing levels by function/labor classification within each element of the services (i.e., at the Disposal Site, and in the transportation element but not including the rail leg if used).
  - Key members of the Proposer's team including job descriptions, resumes, references, and their proposed role and responsibilities for each team member.
  - Subcontractors that are proposed to perform any portion of the work and their respective roles.
  - Labor management/relations provisions of existing agreements to which the Proposer or a relevant subcontractor are parties and the Proposer's plan for dealing with any labor disruptions that could impact operations and services.
  - Compliance with payment of prevailing wages. The Contract will be subject to prevailing wage requirements in accordance with applicable law, including RCW 39.58.090(8) and RCW 39.12.
- ix. **Proposer Representative and Communications Plan:** Identification of Proposer representative(s) who will be responsible for Contract matters and for day-to-day operations. Description of communications plan between Proposer and County including expected frequency of in-person coordination meetings and other forms of regular communications.
- x. **Environmental Protection Plan:** Provide a description of all measures that will be taken to prevent, minimize and/or respond to spills, releases, and/or environmental damage that could occur as a result of the Proposer's acceptance of Containers at the Receiving Facility, during waste transport and at the Disposal Site. Environmental damage includes, but is not limited to, spills of solid waste or leachate, or oil spills from equipment.
2. **Transition and Implementation Plan:** Description of strategies to ensure a smooth transition from the current service provider to the successful Proposer. Proposer shall describe the following:



- i. Individual who will oversee the execution of the transition plan.
  - ii. Proposed approach, including equipment acquisition and personnel hiring, assignment and training.
  - iii. Schedule for the transition period that identifies all key transition activities.
3. **Emergency Response Plan:** Description of Proposer's strategies to ensure proper management of materials due to unplanned or unexpected increased quantities of material. This should include a discussion of how the Proposer would extend hours of operations when necessary to cope with emergency conditions within the County. Such emergency conditions could arise due to natural disasters such as floods, seismic events, severe storms, pandemic, conflagrations or large explosion events.
  4. **Sustainability:** Description of Proposer's national and local sustainability initiatives and practices including any documented results of these initiatives and practices over the past five (5) years.
  5. **Comments Regarding Contract Template:** List all proposed questions or comments regarding the Contract Template terms. Although the final Contract terms must be substantively consistent with the terms of the Contract Template, proposers may provide a summary discussion, questions, and/or comments regarding the Contract Template terms for consideration by the County. The Contract Template shall include indemnification, insurance, and bonding terms as required by the County.

**C. Sustainability:** Recommended length two (2) pages.

1. Sustainability shall be ranked in the following way (based upon Low, Medium, High, and Highest determinations made by applicable County staff, at the County's sole judgment and discretion):

Category	Evaluation Factor	Factor Range	Ranking
<b>Transport Mode/Distance</b>			
	Truck	> 200 miles R/T	Low
	Truck	50-200miles R/T	Medium
	Train	> 300miles One Way	High
	Train	< 300miles One Way	Highest
		<b>Total</b>	
<b>Energy Recovery</b>			
	Recovery of energy from landfill gas	Beginning with start of service	High
	Recovery of energy from landfill gas	Beginning 5 years after start of service	Medium
	No energy recovery from landfill gas	During Contract term	Low
		<b>Ranking Determination</b>	

**D. Similar Service Experience / Technical Expertise / References / Community Involvement / Financial Stability:** Recommended length fifty (50) pages.

**1. Service Experience:**

- i. Identify the number of years the Proposer has been in business, and any previous or additional names under which the Proposer has conducted or is conducting business.
- ii. Identify the number of years of Proposer's experience providing solid waste transportation and disposal services including a description of those services, and the names of the businesses under which the services were provided.
- iii. Identify the agencies and parties for whom those services have been provided.

**2. Performance History for Similar Services:** Identify any solid waste long haul transportation and disposal services contract providing services in the Pacific Northwest (i.e., Washington, Oregon, Idaho) during the past five (5) years to which the Proposer was a party and for which the Proposer's services under the contract ended prior to the contract expiration date due to assignment of the contract to another vendor, mutual agreement with the customer to discontinue Proposer's services, or any other reason. Provide a brief explanation of the reason(s) for the termination.

**3. Breach of Contract Resolution:** Identify any solid waste long haul transportation and disposal services contract in the past five (5) years for which a breach of contract claim was made against Proposer and/or its subcontractor(s). Describe the nature of the claim of breach and the measures taken to resolve the claim.

**4. References for Similar Services:** Provide four (4) customer references, for which Proposer has provided similar solid waste transportation and disposal services within the last ten (10) years. Briefly describe each service contract including annual tons of waste managed and nature of the service provided. For each reference service contract provide a current customer contact name, email address and phone number. Referenced service contracts should demonstrate experience transporting large quantities of solid waste long distances and disposing of such materials. For the listed reference service contracts, describe those instances, if any, where the customer claimed that the Proposer was in breach of any requirement(s) of the contract and describe how the claim of breach was resolved.

**5. Community Involvement:** Provide a description of any community involvement activities by Proposer including development and/or expansion of solid waste management programs, and a description of awards/recognitions received associated with contracts discussed in Section D.4. Recommended length four (4) pages.

**6. Compliance History:**

- i. Identify any formal enforcement actions commenced by state or federal agencies within the past five (5) years for violations relating to Proposer's or Proposer's affiliates' operations for waste receiving, transportation, and disposal in Washington or any other state where Proposer proposes to provide waste receiving, transport or disposal services under the contract.
- ii. Identify all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's proposed subcontractor(s), Proposer's parent company and/or any of the parent company's subsidiaries as a result of the enforcement actions identified in (i.) above.

**7. Litigation History:** Description of any litigation with a federal, local, or state government entity or agency in the past five (5) years. Include the name of the entity, type of services provided, date of litigation, description of claim, and resolution of litigation.

**8. Audited Financial Statements:** Audited financial statements for years 2019, 2020, and 2021.

**9. Certificate of Insurability.** Statement that the Proposer agrees to comply with the insurance requirements set forth in the draft Contract in Appendix C.

**10. Proof of Ability to Acquire Performance Bond:** Proof that the Proposer agrees to and is capable of complying with the performance bond requirements set forth in the draft Contract in Appendix C.

**11. Bankruptcy History:** Identification whether Proposer and/or any applicable parent, subsidiary, and/or affiliate company has ever been declared insolvent, filed for bankruptcy, or consented to or acquiesced in the appointment of a receiver or trustee for management of its assets or business.

**E. Pricing and County Operations Financial Impact:** Proposer must complete Pricing Form (Appendix F).

1. The lowest total cost proposal will receive significant consideration and potentially higher evaluation based on this criterion. Proposals that are not the lowest cost may be considered based on overall rating and a percentage of the lowest cost proposal.

## **12. RFP QUESTIONS/CLARIFICATIONS**

Questions shall be submitted to the Solid Waste Division Manager by email to: [j.hegedus@islandcountywa.gov](mailto:j.hegedus@islandcountywa.gov), no later than 4:00 pm, Friday, April 12, 2024.

**A.** Oral questions will not be accepted or answered. Questions must be in written form, by letter or email. An addendum to this RFP will be issued to all plan holders by the County as a result of any questions generated under this competitive solicitation.

**B.** A Silent Period established between the time the County publishes notice of the RFP and the time that the County recommends award of the RFP (prior to the public hearing on the proposed Contract). The Silent Period includes the issuance, submittal receipt, and evaluation of the RFP. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any County employee, official, or representative regarding this RFP during the Silent Period other than the County's designated representative (the Island County Solid Waste Division Manager, or their designee). Failure to observe the Silent Period may disqualify the proposer and/or delay or void the RFP.

## **13. ADDENDA**

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written addendum to the RFP. Proposer must register for this RFP to be notified of any addenda and/or new documents on this RFP. It is the Proposer's responsibility to register for notification and to otherwise check for addenda and other new documents on-line.

## **14. INSURANCE REQUIREMENTS, PERFORMANCE BOND, AND INDEMNIFICATION**

See terms included per the Contract Template at Appendix C.

## **15. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Island County, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification.** By signing and submitting a response to this competitive solicitation (RFP), I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from

participating in Federal Funded Contracts.

## **16. PUBLIC RECORDS**

Submittals received by Island County in response to this RFP solicitation become public records upon receipt and are subject to public disclosure pursuant to Chapter 42.56 RCW, the Public Records Act. Unless privileged, or otherwise exempt from public disclosure pursuant to applicable law, the County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party in connection with performance of this Agreement. The Proposer recognizes and agrees that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). The Proposer should clearly identify and label in its proposal any specific information that it believes to be exempt from public disclosure, with an explanation as to what specific exemption(s) it believes to apply. If Island County receives a Public Records Act request for such information so marked in the Proposer's submitted proposal, and the County determines that it may need to produce that information in response to the Public Records Act request, the County's sole obligation to the Proposer shall be to reasonably attempt to notify the Proposer: (1) of the request, and (2) of the date that such information will be released to the requester, unless the Proposer obtains a court order to enjoin that disclosure (at the Proposer's sole cost and expense). If the Proposer fails to timely obtain a court order enjoining disclosure, Island County will release the requested information on the date specified. While the County may take such above-described reasonable steps to attempt to prevent the disclosure of such documents and information, the County cannot and does not represent and/or guarantee that any specific drawings, documents, data, plans, materials and/or information will not be released, even if the release of such drawings, documents, data, materials, plans, and/or information may be (or may arguably be) exempt or otherwise preventable by law. The Proposer expressly waives any and all claims against the County for any harm, liability, costs, and/or damages (direct and/or consequential) incurred by Proposer arising from and/or directly or indirectly related to the release of any and all drawings, plans, documents, data, materials, and/or information provided by Proposer.



**ISLAND COUNTY COMMISSIONERS**

**WORK SESSION AGENDA**

**MEETING DATE: 8/21/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: BOCC Staff**

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**Amount of time requested for agenda discussion. 5 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: Appointment to Conservation Futures Program Citizens Advisory Board (CAB)**

**Description:** The Board has received a request for appointment to Position 2, District 1 of the CAB.

**Attachment: CAB Roster, Memo**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

# **CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD** **(CAB)**

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>



Established pursuant to Resolution C-76-15, adopted July 28, 2015. The CAB is composed of nine voting members that represent conservation and community planning expertise and technical knowledge. Two members represent each commissioner's district, and three members represent the county at large. Terms are three years, with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expire each year.

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		<b>Commissioner District #1</b>		
1.	Todd Peterson		04/26/16	05/10/25
2.	<b>VACANT</b>			
		<b>Commissioner District #2</b>		
3.	Karen Scharer		09/20/22	09/20/25
4.	<b>VACANT</b>			
		<b>Commissioner District #3</b>		
5.	<b>VACANT</b>			
6.	Kathryn A. Wells		04/26/16	12/31/24
		<b>At Large</b>		
7.	Linda Rhodes		05/09/23	05/09/26
8.	<b>VACANT</b>			
9.	Michele Kahrs		10/17/23	10/17/26

The Board has received a request for appointment to Position 2, District 1 from Conservation Futures Fund Program on behalf of Brandon Kelley.



## **Island County Public Health Conservation Futures Fund Program**

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1 NE 6<sup>th</sup> Street, Coupeville, WA 98239

Ph: 360-678-7892

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>

To: Board of Island County Commissioners

From: The Conservation Futures Fund Program (CFP) and the CFP Citizen's Advisory Board

Date: July 23, 2024

Subject: CFP Citizen's Advisory Board Member Recruitment Recommendation

The purpose of the Conservation Futures Fund (CFF) is to protect, preserve, maintain, enhance, restore, and continue into future existence lands of public conservation importance through a variety of means, except eminent domain. These lands can be acquired and maintained consistent with Revised Code of Washington, Island County Code, and Island County Resolution C-69-19.

This memo contains the recommendation to the Board of Island County Commissioners regarding the approval of a new CFP Citizen's Advisory Board District 1 member to fill one of the current vacancies.





## ISLAND COUNTY BUDGET/RISK

### WORK SESSION AGENDA

MEETING DATE: 8/21/2024

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To: **Jill Johnson, Chair**  
**Board of Island County Commissioners**

From: **Susan Geiger, Director**

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Amount of time requested for agenda discussion. 15 minutes

**DIVISION: Broadband**

**Agenda Item No.: 1**

**Subject: BEAD Technical Assistance Funding from WSAC**

**Description:** The Washington State Association of Counties (WSAC) has an agreement with the Dept of Commerce to provide technical assistance funding to Washington counties to use on BEAD technical planning and preparation. Island County's ARPA / Broadband Coordinator would like to partner with Snohomish County for the application to WSAC. The opportunity has a short application window, being due on August 23<sup>rd</sup>, 2024. The descriptive memo has been attached.

**Attachment: WSAC Memo**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input type="checkbox"/> Move to Consent    | <input type="checkbox"/> Move to Regular                                   |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing                         |
| <input type="checkbox"/> Signature Request  | <input checked="" type="checkbox"/> Other: <u>Direction from the Board</u> |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## **BEAD Technical Assistance funding applications**

**August 1, 2024**

**Responses Due August 23, 2024**

**Project Name:** Broadband Equity Access, and Deployment Technical Assistance for Counties

**Company Name:** Washington State Association of Counties

**Address:** 206 Tenth Avenue, SE  
Olympia, WA 98501

**Contact Person:** Axel Swanson

**Telephone Number:** 360.489.3014

**Email Address:** [aswanson@wsac.org](mailto:aswanson@wsac.org)

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### **1. Background/Introduction**

Washington state is set to receive \$1.2B to bring broadband service to all unserved and underserved residents. The Department of Commerce, through the State Broadband Office (WSBO), has developed a five-year action plan and state digital equity plan to establish eligibility for federal funding to deliver significant investments for expanding broadband access and to help close the digital divide in Washington. This means that counties and their partners will have to work diligently to identify smart, efficient ways of deploying broadband infrastructure to ensure the largest possible number of residents can be served with this funding.

Applications for Broadband, Equity, Access and Deployment (BEAD) grants will begin in early fall. Counties may be planning to apply either as a subgrantee (that is, directly apply for BEAD funds) or instead of applying directly, be active participants in another subgrantee's application process by providing important policy-level considerations to the application.

During the last legislative session, the Department of Commerce was given funding for broadband technical assistance. The State Broadband Office has decided to contract with WSAC to provide this funding to counties to assist them in planning for BEAD grant proposals and broadband deployment in their communities.

This memo is to inform you of that opportunity, and to ask that if you, or another eligible jurisdiction in your county, would like to receive this funding, to please fill out the application included within this document.

### **2. Project Goals and Scope of Services**

The funding WSAC has available supports counties in planning for BEAD grant proposals and broadband deployment in their communities and offers when appropriate, technical assistance for preparing BEAD applications. This support includes county collaborations with Ports, PUDs, Tribes, and private or non-profit entities as they design, develop, and coordinate broadband networks.

Our contract with the Department of Commerce outlines the following allowable activities. Proposals must include activities that fall within these eligible criteria. Expenditures that fall outside these categories may not be eligible for reimbursement.

- Aiding public entities and community members in designing local broadband networks that maximize grant awards for the broadest connectivity of residents and anchor institutions.
- Creating alignment between community plans and grant applications.
- The evaluation of project applications, prior to public entities submitting them to WSBO.
- Preparing BEAD grant applications, including, but not limited to, engineering design, letter of credit applications, and compilation of project leadership resumes.
- Helping to establish and coordinate necessary broadband workforce development initiatives that align with the WSBO's goals.
- Assisting public entities in negotiating public-private partnerships.
- Providing technical network expertise and understanding of industry practices to public entities not familiar with the telecommunications sector.
- Providing a neutral voice when educating policymakers and community leaders, for the application.
- Providing coordination of community efforts to maximize the outcomes of other broadband grants in conjunction with BEAD applications.

Approximately \$900,000 is available for reimbursements of county costs. We anticipate receiving more requests than we have available funds. Individual counties may apply for reimbursement of costs up to \$50,000. All proposals will be reviewed, and an amount of funding will be awarded based on the evaluation criteria noted below. If a requested amount cannot be fully funded, counties will not receive less than \$20,000. Counties may take a regional approach and submit a combined proposal. In those cases, the maximum award amount will be increased depending on the number of counties applying together.

### **3. Application Submission Dates**

All applications related to this funding request must be submitted by **August 23<sup>rd</sup> at 5:00 p.m.**

Please use this link to complete the online application form.

<https://form.jotform.com/241936955071968>

There will be an Application webinar on **August 12<sup>th</sup> from 3:00 p.m. to 4:00 p.m. via Zoom** to discuss application and eligibility questions. You may send in your questions ahead of time if you'd like, and those will be answered during the meeting. We will document the Q&A and make it available within two days of the conference.

Zoom link for Application Webinar:

<https://wsac-org.zoom.us/j/87817240312?pwd=9ecpad3UIKKb1Zk8XFqz8H8fBSizmK.1&from=addon>

Final selection and awarding notice is anticipated no later than September 6th. The funding is set to expire on June 30, 2025.

### **4. Elements of the Application**

WSAC created an application divided into four sections to ensure we have the necessary information to confirm that the project's scope meets the funding criteria.

### Section 1 – Basic Information

Provide a title for the project, the amount requested and contact information for leads of the project. If there are multiple organizations working together, such as a county, Port, and subcontractor, please list lead contact names for each of those entities. If there are multiple organizations involved, please describe the nature of what each organization is doing in the project. If you are a county that is working independently and would like to request assistance from another agency, please describe the need in this box.

### Section 2 – Project Details

2a. Use this section to describe your project in detail. We need to understand the scope of work and deliverables. You may summarize here if you intend to upload detailed project information and supporting documentation, such as a subcontract, in the next section.

2b. This section is for you to illustrate how your project aligns with the allowable activities that can be funded through this program.

2c. We understand that you may have already started this work in your county and these funds can help pay for the remainder of the work. Please use this section to describe your current accomplishments. If you have not started any work, you can leave this section blank.

2d. Use this section to explain how the funding will be used to support your project. If you are leveraging other funds please describe. Also, please explain any impacts a shortfall of funding may have on this project.

### Section 3 – Additional Information

Please upload any other documentation you have regarding the project that will help support and explain your project and funding request.

### Section 4 – Project Budget

Please upload information about your project budget and funding request. We do not have a prescribed budget format, but provide details that can be supported with documentation when requesting reimbursement if funded. Eligible costs for reimbursement will be considered from July 1, 2024.

## 5. Evaluation Criteria

Applications will be evaluated based on their relevance to approved activities and the number of applications versus the number of funds available. The evaluation may also consider the significance of the impact on the area, the number of underserved areas addressed, and the utilization of other resources. WSAC may contact the applicants during the evaluation process to gain a better understanding of the proposals.

## 6. Miscellaneous

These applications do not commit WSAC to fund any proposals submitted, nor is WSAC liable for any costs incurred in the preparation or research of the application. Submittal of a proposal does not constitute a contract with WSAC. The awards will not be final until WSAC has approval from the Department of Commerce.



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 8/21/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Jonathan Lange, Director**

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**Amount of time requested for agenda discussion. 60 minutes**

**DIVISION: Long Range Planning**

**Agenda Item No.: 1**

**Subject: Ebey's Design Guidelines**

**Description:** Long Range Planning staff will review the goals and philosophy statements in the Draft Ebey's Design Guidelines with the Board of Island County Commissioners for input.

**Attachment: Memo**

**Request:** *(Check boxes that apply)*

- |  |  |
|--|--|
| <input type="checkbox"/> Move to Consent               | <input type="checkbox"/> Move to Regular           |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request             | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Planning and Community Development

*Jonathan Lange, AICP, CFM*  
*Director*

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Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239 Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

### MEMORANDUM

8/21/2024

TO: Board of County Commissioners

FROM: Planning and Community Development – Long Range Planning

RE: Ebey's Design Guidelines

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#### Background

In 2023, the County, the Town of Coupeville and the Reserve initiated an update of the Ebey's Landing National Historical Reserve Design Guidelines. A [revised draft of the Design Guidelines](#), generated by the Reserve staff, was published in June for public input.

In reviewing this draft, staff realized there are goals and philosophy statements contained in the Design Guidelines that have not been reviewed by County and Town leaders for some time. The updating of this document presents an opportunity to revisit these goals and philosophy and ensure they are still consistent with our leaders' values and priorities. Staff will review the goals and philosophy statement with the Board for their feedback (excerpts included below).

The Town of Coupeville will be reviewing the document with their Town Council and providing feedback as well. The Town and County's input will then go to the Historic Preservation Commission for consideration. As a final step, we may convene a joint meeting between the BOCC and the Town Council to review the final goals and philosophy statements for consensus.

## EXCERPT FROM JUNE 2024 DRAFT DESIGN GUIDELINES

### Goals

These guidelines build upon and supersede the original 2011 Ebey's Landing National Historical Reserve Design Guidelines, which were critical for the implementation of many projects in the Reserve. Appropriate design ensures and supports the values of the Reserve. The 2024 revision of the Reserve's guidelines is intended to facilitate the continued preservation of its historic resources by offering more context and purpose, clear wording, and supportive visuals.

The intent of the guidelines remains the same: to ensure the retention of the Reserve's sense of place, identity, and cultural heritage while accommodating future generations and the Reserve's living cultural landscape. Proposed projects must complement the natural and historic setting, while at the same time being distinct in their own right. There should be a respectful consistency between old and new. The resulting built environment should enrich and become part of the evolving poetry of the Reserve's landscape.

With a desire to harmonize the built environment with the natural landscape, the ultimate goal is to enhance the unique sense of place embodied by this extraordinary space. In general, the goals of these design guidelines include:

- Preserve the historic buildings, structures, and landscape features that represent the Reserve's cultural, agricultural, historical, social, economic, scenic, natural, and architectural history.
- Present flexible and achievable methods for the rehabilitation or alteration of existing structures.
- Encourage the retention of the visual and historical integrity of the Reserve while also encouraging creative solutions in building design and site planning.
- Complement the existing character-specific neighborhoods and geographic areas of the Reserve in which the proposed building or site improvements are located.
- Ensure that new construction is compatible, reflecting contemporary styles while maintaining visual continuity with historic buildings and the cultural landscape.
- Provide appropriate options allowing for diversity and creativity in project design.
- Provide an objective basis for decisions that affect both individual projects and the Reserve as a whole.
- Ensure that the goals and objectives contained within the Town's and Island County's comprehensive plans are met.

### Using This Document and Understanding Its Philosophy

This document is organized into separate sections regarding various building and site elements and materials. Property owners, the Historic Preservation Commission, and Town and County staff can quickly reference guidelines pertaining specifically to a given project. However, all of those guidelines may best be understood as falling under one simple philosophy: the Reserve's historic fabric - both natural and built - should be retained and preserved to the fullest extent possible



Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJLL1B2UXIDc3F2QT09>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

BOARD OF ISLAND COUNTY COMMISSIONERS  
BUDGET WORKSHOP DISCUSSION  
AUGUST 21, 2024 @ 1:00 P.M.  
Board of County Commissioners Hearing Room (Room 102B), 1 NE 6<sup>th</sup> Street, Coupeville, WA

**AUGUST 21, 2024 @ 1:00 P.M.**

**BUDGET WORKSHOP**

Discussion of the 2025 Budget to include:

- Human Services
- Information Technologies

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**\* AUGUST 22, 2024 @ 1:00 P.M.**

**CONTINUED 2025 BUDGET WORKSHOP** discussion from August 21, 2024.

**ZOOM:** <https://zoom.us/j/93341115102?pwd=A5Kw45kVv4rajVdkoyGG24rSeQ8Vw3.1>

**Meeting ID:** 933 4111 5102 **Passcode:** 926296

**AUGUST 23, 2024 @10:00 A.M.**

**CONTINUED 2025 BUDGET WORKSHOP** discussion from August 22, 2024.

**ZOOM:** <https://zoom.us/j/96057706075?pwd=1zhi9gjFmhXJZbtYh23IBBwTg10sCh.1>

**Meeting ID:** 960 5770 6075 **Passcode:** 466453

**You can access the 2025 Budget Workshop schedule here:**

<https://www.islandcountywa.gov/DocumentCenter/View/7394/2025-Budget-Work-Session-Schedule-PDF>

\*\*\*\*\*

Jennifer Roll, Clerk of the Board of County Commissioners (360) 679-7385

**ASSISTIVE LISTENING AVAILABLE:** Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/93341115102?pwd=A5Kw45kVv4rajVdkoyGG24rSeQ8Vw3.1>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 933 4111 5102 **Passcode:** 926296

BOARD OF ISLAND COUNTY COMMISSIONERS  
Continued from August 21, 2024  
BUDGET WORKSHOP DISCUSSION  
AUGUST 22, 2024 @ 1:00 P.M.  
Board of County Commissioners Hearing Room (Room 102B), 1 NE 6<sup>th</sup> Street, Coupeville, WA

**AUGUST 22, 2024 @ 1:00 P.M.**

**BUDGET WORKSHOP**

Discussion of the 2025 Budget to include:

- Public Works

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**\* AUGUST 23, 2024 @10:00 A.M.**

**CONTINUED 2025 BUDGET WORKSHOP** discussion from August 22, 2024.

**ZOOM:** <https://zoom.us/j/96057706075?pwd=1zhi9gjFmhXJZbtYh23IBBwTg10sCh.1>

**Meeting ID:** 960 5770 6075 **Passcode:** 466453

**You can access the 2025 Budget Workshop schedule here:**

<https://www.islandcountywa.gov/DocumentCenter/View/7394/2025-Budget-Work-Session-Schedule-PDF>

\*\*\*\*\*

Jennifer Roll, Clerk of the Board of County Commissioners (360) 679-7385

**ASSISTIVE LISTENING AVAILABLE:** Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/96057706075?pwd=1zhi9gjFmhXJZbtYh23lBBwTg10sCh.1>

or for voice only, **Dial by your location:** (253) 215-8782

**Meeting ID:** 960 5770 6075 **Passcode:** 466453

**BOARD OF ISLAND COUNTY COMMISSIONERS**

Continued from August 22, 2024

**BUDGET WORKSHOP DISCUSSION**

**AUGUST 23, 2024 @ 10:00 A.M.**

Board of County Commissioners Hearing Room (Room 102B), 1 NE 6<sup>th</sup> Street, Coupeville, WA

**AUGUST 23, 2024 @ 10:00 A.M.**

**BUDGET WORKSHOP**

Discussion of the 2025 Budget to include:

- Prosecuting Attorney
- Human Resources/General Services Administration

\*\*\*\*\*

**You can access the 2025 Budget Workshop schedule here:**

<https://www.islandcountywa.gov/DocumentCenter/View/7394/2025-Budget-Work-Session-Schedule-PDF>

\*\*\*\*\*

Jennifer Roll, Clerk of the Board of County Commissioners (360) 679-7385

**ASSISTIVE LISTENING AVAILABLE:** Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.