

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Gail Hall, Judy Kendall, Tammi Spencer

Department: Human Resources

Requested Agenda Date: 06/22/2021

Presenting: Jacqui Lindsay

Document Title:

Board of County Commissioners Record Assigned
BOCC Agreement
158 - 2021

Yakima County, WA
APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

AGREEMENT between Yakima County and Matrix Claims Management, Inc. (DBA The Matrix Companies/Ascent Risk Management) for Unemployment Compensation Services

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Background Information:

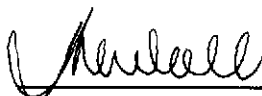
This Agreement/Contract shall be effective from July 1, 2021 through June 30, 2022 and will replace previous agreements/contracts for Unemployment Compensation Services with Employers Unity/Equifax.

Summary & Recommendation:

HR recommends the approval of the agreement.

Motion:

Department Head/ Elected Official



Signature
for *Jacquie Lindsay*

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial _____

Late Agenda Requests Require BOCC Chairman Signature:

AGREEMENT/CONTRACT

THIS AGREEMENT/CONTRACT is entered by Yakima County, hereinafter "County", whose address is 128 N. 2nd Street, Yakima, WA and Matrix Claims Management, Inc. (DBA The Matrix Companies/Ascent Risk Management), hereinafter "Contractor", more specifically identified as:

Name:	Matrix Claims Management, Inc.
Street:	644 Linn St, Suite 900
City, State Zip:	Cincinnati, Ohio 45203
Federal Tax ID No/Social Security No.	06-1663943
Washington State Department of Revenue No.	N/A

WITNESSETH: In consideration of the terms and conditions contained, the parties agree as follows:

- 1. Project:** Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with this agreement.
- 2. Amendments:** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
- 3. Consideration:** The County shall compensate Contractor as per Scope of Work Attachment A.
- 4. Independent contractor:** The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory worker's compensation or employer liability insurance as required by state law.
- 5. Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to subject to this agreement.

Pay Transparency Nondiscrimination Provision: The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

6. **Assignment:** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining written prior approval from the County.
7. **Termination:** Either party may terminate this contract upon sixty-days written notice sent by mail to the addresses listed above.
8. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
9. **Insurance:** The Contractor agrees that at all times during the term of this contract that it will maintain on a primary and non-contributory basis and at its sole expense, the insurance coverage limits and endorsements described below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as the County's or designee's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.
 - A. **Commercial General Liability Insurance:** Contractor agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability. The County shall be named as Additional Insured under the coverage with respect to the work performed under this agreement.
 - B. **Workers' Compensation:** Contractor shall maintain coverage at limits as legally mandated by the Industrial Insurance Laws of the State of Washington.
 - C. **Professional Liability Insurance:** Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000.00), combined single limit per claim/aggregate. The Appellate Representation Provider further agrees that it shall have sole and full responsibility for the payment of any funds where such payments

are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy.

D. Other Insurance Provisions: Contractor agrees that the insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability Insurance:

- i. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
- ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

E. Contractor's Waiver of Employer's Immunity under Title 51 RCW: Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

F. Verification of Coverage: Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance, and a copy of any amendatory endorsements, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

10. Laws, venue, jurisdiction: This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

11. Term: The term of this agreement shall be effective from July 1, 2021 through June 30, 2022, unless an extension is agreed to by the parties, in writing prior to the termination of the original term of the agreement.

12. Confidentiality: The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as

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

- 13. Records:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.
- 14. Inspection:** The Contractor shall, at no cost, provide to the County, and the Office of the State Auditor reasonable access to the Contractor's place of business and the Contractor's records. These inspection rights are intended to allow Contractor and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.
- 15. Termination due to change in funding:** If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 16. Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.
- 17. Severability:** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

Agreement Number:

DONE this 2nd day of JUNE, 2021.

CONTRACTOR

By: Jessica Esterkamp
Printed Name

Signature: Jessica Esterkamp

Title: Vice President

Date: 6/2/21

Yakima County Department/Office

By: Judith A. Kendall
Printed Name

Judith A. Kendall for Jacquie Anderson
Department Head/Elected Official Signature

Title: HR Senior Manager

Date: June 10, 2021

ATTEST:

Julie Lawrence, Clerk of the Board
Linda Kay O'Hara, Deputy Clerk

Approved as to form:

Stephanie Weyand
Deputy Prosecuting Attorney

Date: June 15, 2021

BOARD OF YAKIMA COUNTY COMMISSIONERS

Ron Anderson, Chairman

Amanda McKinney, Commissioner

LaDon Linde, Commissioner
Constituting the Board of County Commissioners for Yakima County, Washington

BOCC Agreement

158-2021

Yakima County, WA



MATRIX CLAIMS MANAGEMENT, INC.
CLIENT AGREEMENT FOR UNEMPLOYMENT COMPENSATION SERVICES

(“Matrix”) hereby offers unemployment cost control consulting services to:
Yakima County (“Client”) for the year beginning on 7/1/21 and ending on 6/30/22 and to
renew as stipulated in this agreement.

I. Cost Control Services

The Client understands that Matrix Claims Management, Inc. will provide the following services as part of this agreement:

- A. Confer with and instruct the Client's unemployment program administrator(s) regarding optimal documentation procedures and compliance with the appropriate state unemployment agency;
- B. Review the determinations associated with claims chargeable to the Client's experience rating account and file appeals on contestable claims with the appropriate state unemployment agency;
- C. Aggressively manage your contestable unemployment claims to limit charges to your experience-rated account with strategies, including but not limited to:
 1. Becoming authorized representative and address of record to facilitate efficient receipt and response to all unemployment claims,
 2. Making multiple attempts to secure claim-specific information and documentation necessary to file a quality, timely, and effective unemployment appeal;
 3. Unemployment hearing consultation, coordination or participation as requested;
 4. Periodic unemployment claims and benefit charge activity reports provided upon request;
 5. Monitoring and validation of benefit charges to ensure denied claims and overpayments do not affect your unemployment experience tax rate;

II. Tax Services

The Client understands that Matrix Claims Management, Inc. will provide the following services as part of this agreement:

- A. Review and verification of annual unemployment tax rate assignments and revisions;
- B. Recommendations on the potential net tax savings opportunities through voluntary contributions where applicable;
- C. Tax rate comparison reports and analyses identifying the factors affecting changes to your unemployment tax rate(s);
- D. Consultation, analysis and recommendations on options for pursuing or avoiding unemployment experience transfers in the event of corporate changes, such as mergers, acquisitions or dispositions of business upon request;
- E. Unemployment common/group rating analysis, recommendations and assistance with the application, restructuring or cancellation process to achieve tax savings where applicable;
- F. Review and consultation regarding program performance and to address areas of concern affecting unemployment tax rates;

IMPROVING LIVES.



III. Client Obligations

The Client shall comply with all statutes, rules and regulations of the relevant Department of Job and Family Services, Department of Workforce Development, Employment Security Commission or similar state-specific unemployment agencies and accepts sole responsibility for understanding and complying with same;

The Client is responsible for filing and/or making timely quarterly unemployment tax/contribution payments to the appropriate state unemployment agencies;

The Client shall immediately submit to Matrix all state unemployment claims or claim-related documentation received for states that prohibit direct receipt by employer representatives, received prior to state agencies having processed our representative authorization(s); or claims received directly in error;

The Client agrees to provide to Matrix a copy of any document received that pertains to the administration of their Unemployment Compensation Cost Control program, where said document does not clearly indicate that Matrix has been copied;

The Client has no pending or completed merger, acquisition, or business reorganization which has not been communicated to Matrix prior to the signing of this agreement. Further the Client agrees to give Matrix written notice of any future mergers, acquisitions or reorganizations occurring during the course of this agreement. (Actions of this nature could affect the Terms of this agreement);

IV. Indemnification

Matrix agrees that services outlined in this agreement will be provided in a professional manner and that reasonable diligence will be employed in the performance of all of its contractual obligations;

V. Terms

Matrix Claims Management, Inc. will provide the aforementioned cost control services for a fee of \$2,625 with an annual charge of \$250 per state account (1 x \$250 + \$2,625 = \$2,875 total) for tax review services for the term stipulated in this agreement. It is further understood that this agreement will renew for twelve months at the end of the initial service period and subsequent service periods, unless written notice, stating otherwise, is received, at least 60 days, prior to the end of the current service period.

Fees for renewal periods will be adjusted to reflect cost inflation, Client activity and volume. Pre-hearing coaching is included in the annual fee. The annual fee is based on 75 claims annually; should volume exceed number of estimated claims, Matrix will charge an additional \$38 per claim processed thereafter to be billed quarterly along with any pass-through mailing/expediting expenses.

Telephone hearings will be billed at \$95+ per hearing. In-person hearing costs will be determined based upon the location and travel cost involved. As always, our objective is to provide the best initial appeals and limit the number of claims that go to hearing.



Payment of the first-year fees is due within 15 days of the initiation of this agreement. Subsequent years will be billed and are due as stipulated on the Matrix invoice. If payment is not received by Matrix as defined in this agreement, it is understood that all further Matrix services may be suspended, and the agreement terminated at Matrix's discretion.

VI. Agreement Summation

This agreement constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and responsibilities set forth in this agreement are merged into this agreement. There are no other agreements or understandings between the parties, expressed or implied, written or oral, that is not reduced to writing herein.

In witness whereof, the parties have executed this agreement:

Matrix Claims Management Inc.	Yakima County
Signed:	Signed:
Printed:	Printed:
Title:	Title:
Date:	Date:
	Federal Tax: