



**RULE-MAKING ORDER**  
**(RCW 34.05.360)**

**CR-103 (4/25/96)**

**Agency:** Department of Services for the Blind

- Permanent Rule**
- Emergency Rule**
- Expedited Repeal**

**(1) Date of adoption:** May 16, 1996

**(2) Purpose:**  
To remove facility operation from the WAC and place it in Department policy. The WAC is amended to refer to the policy agreement.

**(3) Citation of existing rules affected by this order:**  
**Repealed:**  
**Amended:** WAC 67-35-910 Facility operation agreement  
**Suspended:**

**(4) Statutory authority for adoption:**  
**Other authority:** Chapter 74.18 RCW

**PERMANENT RULE ONLY**  
 Adopted under notice filed as WSR 96.08.026 on March 26, 1996 (date).  
 Describe any changes other than editing from proposed to adopted version:

**EMERGENCY RULE ONLY**  
 Under RCW 34.05.350 the agency for good cause finds:  
 (a) That immediate adoption, amendment, or repeal of a rule is necessary for the preservation of the public health, safety, or general welfare, and that observing the time requirements of notice and opportunity to comment upon adoption of a permanent rule would be contrary to the public interest.  
 (b) That state or federal law or federal rule or a federal deadline for state receipt of federal funds requires immediate adoption of a rule.  
 Reasons for this finding:

**EXPEDITED REPEAL ONLY**  
 Under Preproposal Statement of Inquiry filed as WSR \_\_\_\_\_ on \_\_\_\_\_ (date).

**(5.3) Any other findings required by other provisions of law as precondition to adoption or effectiveness of rule?**  
 Yes  No If Yes, explain:

**(6) Effective date of rule:**

Permanent Rules or Expedited Repeal	Emergency Rules
<input checked="" type="checkbox"/> 31 days after filing	<input type="checkbox"/> Immediately
<input type="checkbox"/> Other (specify) _____ *	<input type="checkbox"/> Later (specify) _____

\*(If less than 31 days after filing, specific finding in 5.3 under RCW 34.05.380(3) is required)

**CODE REVISER USE ONLY**

CODE REVISER'S OFFICE  
STATE OF WASHINGTON  
FILED

MAY 16 1996

TIME: 10:45  
WSR 96-11-096

**NAME (TYPE OR PRINT)**  
Bonnie Jindra

**SIGNATURE**  
*Bonnie Jindra*

**TITLE** Assistant Director **DATE** 5/16/96

**Note: If any category is left blank, it will be calculated as zero.  
No descriptive text.**

**Count by whole WAC sections only, from the WAC number through the history note.  
A section may be counted in more than one category.**

**The number of sections adopted in order to comply with:**

<b>Federal statute:</b>	New _____	Amended _____	Repealed _____
<b>Federal rules or standards:</b>	New _____	Amended _____	Repealed _____
<b>Recently enacted state statutes:</b>	New _____	Amended _____	Repealed _____

**The number of sections adopted at the request of a nongovernmental entity:**

New \_\_\_\_\_ Amended \_\_\_\_\_ Repealed \_\_\_\_\_

**The number of sections adopted on the agency's own initiative:**

New \_\_\_\_\_ Amended X Repealed \_\_\_\_\_

**The number of sections adopted in order to clarify, streamline, or reform agency procedures:**

New \_\_\_\_\_ Amended X Repealed \_\_\_\_\_

**The number of sections adopted using:**

<b>Negotiated rule making:</b>	New _____	Amended _____	Repealed _____
<b>Pilot rule making:</b>	New _____	Amended _____	Repealed _____
<b>Other alternative rule making:</b>	New _____	Amended _____	Repealed _____

**WAC 67-35-910 ((Vendor)) Facility operation agreement.**

((This ~~VENDOR AGREEMENT~~ entered in this . . . . . day of . . . . ., 19. . . by and between the Department of Services for the Blind, hereinafter referred to as the department, and . . . . ., hereinafter referred to as the vendor.

Name and Address of Facility . . . . .  
City: . . . . ., Washington

~~IT IS HEREBY AGREED:~~

- ~~1. The provisions of the permit and/or contract between the department and the property management as now exists and chapter 67 35 WAC (the business enterprise program rules), which described the rights and responsibilities of the department and the rights and responsibilities of the vendor, as presently exist are both by reference incorporated into and made part of this agreement.~~
- ~~2. The vendor is entitled to all profits of the vending facility, and vending machine revenue from site, except as provided for in WAC 67 35 140.~~
- ~~3. The vendor is responsible to submit reports to the department as required.~~
- ~~4. The vendor must maintain the business hours agreed upon or as stated in the permit and/or contract.~~
- ~~5. The vendor shall receive a copy of the permit and/or contract and all applicable department rules.~~
- ~~6. The vendor shall obtain and maintain continuously public liability insurance with limits of liability not less than:  
\$1,000,000.00 each person personal injury,  
\$1,000,000.00 each occurrence personal injury, and  
\$1,000,000.00 each occurrence property damage or insurance coverage specified in the permit and/or contract, whichever is greater.~~
- ~~7. Vendors are accountable to the department for equipment assigned to their location. The vendor is responsible for maintaining the equipment in a clean and sanitary condition.~~
- ~~8. The vendor shall not discriminate in the employment of persons on the grounds of race, color, sex, national origin, creed or religion, physical or mental impairment, age, marital status or political affiliation.~~
- ~~9. The vendor or the vendor's employees shall not subject customers to discrimination or deny them participation in, or the benefits of the vending facility on the~~

~~grounds of race, color, sex, national origin, creed or religion, physical or mental impairment, age, marital status or political affiliation.~~

- ~~10. The department staff shall provide management services as defined in WAC 67 35 030 on a systematic basis. Consultation shall occur at least on a semiannual basis.~~
- ~~11. The department may upon forty five days notice terminate the license and/or terminate the agreement with the vendor for failure to operate the facility in accordance with the permit and/or contract or the vending facility rules and shall provide an opportunity for a full evidentiary hearing as provided for in WAC 67 35 420, except in those instances where aggravated emergency conditions require immediate termination of license and/or termination of agreement and removal of the vendor due to gross neglect or misconduct, as provided for in WAC 67 35 430.~~
- ~~12. The vendor may terminate this agreement upon giving forty five days written notice to the department.~~
- ~~13. This agreement is automatically terminated when the permit or contract with the contracting agency is terminated.~~
- ~~14. The vendor will sign a facility equipment and stock agreement.~~

~~I HEREBY CERTIFY THAT I FULLY UNDERSTAND THE ARTICLES AND TERMS SET FORTH IN THE ABOVE AGREEMENT AND HAVE RECEIVED COPIES OF THE FACILITIES OPERATING PERMIT AND/OR CONTRACT AND THE BUSINESS ENTERPRISE PROGRAM RULES.~~

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 19\_\_\_\_  
(Vendor)

Name of vendor: \_\_\_\_\_  
(please type)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 19\_\_\_\_  
(Department of Services for the Blind)

Name of staff: \_\_\_\_\_  
Title: \_\_\_\_\_))

Upon selection of a vendor to operate a business enterprise program facility, the department of services for the blind and the chosen vendor shall enter into a facility operation agreement. The text of this agreement is located in departmental policy and addresses the mutually agreed responsibilities of the vendor/operator and of the department. This agreement includes, but is not limited to, terms and conditions of facility operation such as vendor rent and insurance responsibilities, hours of operation, and conditions of termination of the agreement. Other terms or conditions of operation which are particular to a given facility shall be included as an addendum and shall be incorporated into the facility operation agreement.