



## **Professional Services Contract**

**Contract #: C08-0084-20**

**Contract Name: Cispus Learning Center Afterschool Program**

**Funding Source: MHPP/DMA**

### **Preamble**

#### **1. Purpose**

This contract is entered into between Lewis County, hereinafter called County, and Cispus Learning Center, hereinafter called Contractor, for the purpose of providing an afterschool program for the communities of Morton and White Pass.

#### **2. Parties**

Each party to this contract shall have a contract representative empowered to enter into this contract on behalf of their party. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives for this contract are:

For the County: Contract Officer

*JP Anderson, Director*

360-740-2787

[JP.anderson@lewiscountywa.gov](mailto:JP.anderson@lewiscountywa.gov)

For the Contractor: *Director*

*Chase Buffington, Director*

360-497-7131

[buffington@cispus.org](mailto:buffington@cispus.org)

360-497-7132

#### **3. Authorization**

Only the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its designated Contract Officer identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or

condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its Contract Officer.

**4. Contract Term**

The term of this contract shall commence and terminate as stated in [Exhibit A](#): Statement of Work and Reporting Requirements attached hereto.

**5. Contractor Representation**

Contractor represents by signing this contract that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this contract.

**6. Mutually Negotiated**

County and Contractor acknowledge and by signing this contract agree that this contract has been mutually negotiated and agreed to by both parties.

**Signatures**

The terms and conditions of this contract, including all attachments and subsequent amendments, constitute the entire and exclusive understanding between the parties. Except as provided for in section 23 of this contract, no other understandings, writings, and communications, oral or otherwise, regarding the subject matter of this contract shall exist to bind the parties. The parties signing below represent they have read and understand this contract, and have the authority to execute this contract.

**NOTE:** In accordance with Resolution 16-344, this contract is subject to approval by the Lewis County Board of County Commissioners if the total dollar value identified in [Exhibit B](#) equals or exceeds \$40,000 in one calendar year. The Lewis County Board of County Commissioners delegates contract approval authority to the Director of Lewis County Public Health & Social Services if the total dollar value identified in [Exhibit B](#) is less than \$40,000 in any calendar year, subject to all provisions in Resolution 16-344.

**For the County**

Lewis County Public Health & Social Services  
360 NW North Street  
Chehalis, WA 98532

County signature: \_\_\_\_\_  
JP Anderson, MSW  
Public Health & Social Services Director

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

**For the Contractor**

Cispus Learning Center  
2142 Cispus Road  
Randle, WA 98377  
DUNS# - 134770452

Contractor signature: \_\_\_\_\_  
Chase Buffington  
Cispus Learning Center Director

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

**Approved as to Form**

Jonathan Meyer  
Prosecuting Attorney

Attest:

By: \_\_\_\_\_ (name)  
\_\_\_\_\_ (title) (Clerk of the Board)

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## **General Terms and Conditions**

### **1. Scope of Contractor's Services**

The Contractor agrees to provide to the County services, reports, and any material set forth in [Exhibit A](#): Statement of Work and Reporting Requirements during the contract term. No material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

### **2. Accounting and Payment for Contractor Services**

Payment to the Contractor for services rendered under this contract shall be as set forth in [Exhibit B](#): Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in [Exhibit B](#) or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in [Exhibit B](#) and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

### **3. Recapture**

In the event that the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

### **4. Independent Contractor**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws.

Background checks (RCW 43.43, WAC 388-877 & 388-877B)

(1) The contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. Or volunteers who have unsupervised access to children, adolescents, and vulnerable adults, and persons who have developmental disabilities.

(2) When providing services to youth, the Contractor shall ensure that requirements of WAC 388-06-0170 are met.

**5. No Guarantee of Employment**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

**6. Taxes**

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**7. Assignment and Subcontracting**

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, form, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to



subcontracts. The County, in its sole discretion, in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

**8. Contractor Commitments, Warranties and Representations**

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

**9. Certification of Work**

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

**10. Debarment Certification**

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

**11. Regulations and Requirements**

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

**12. Ethics/Conflicts of Interest**

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

**13. Right to Review**

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

**14. Nondiscrimination**

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**15. Political Activity Prohibited**

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

**16. Patent/Copyright Infringement**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- i. That Contractor shall be notified promptly in writing by the County of any notice of such claim.
- ii. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

**17. Ownership and Use of Items Produced**

Material produced in the performance of the work under this contract shall be “works made for hire” as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

**18. Confidentiality**

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this contract, except upon prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

**19. Information System Security**

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract.

**20. Protection of Personal Information/ Notice of Privacy Policies**

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or certify in writing that the Contractor destroyed the information in a manner that cannot be reconstructed.

LCPHSS will provide a copy of its current Notice of Privacy Practices under the Privacy Rule to Business Associate on request. LCPHSS will also provide any revised versions of that notice by posting on its website, and will send it on request. LCPHSS will notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or Disclosure of PHI. LCPHSS will notify Business Associate of any restriction on the use or Disclosure of PHI that LCPHSS has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or Disclosure of PHI. Business Associate will comply with any such restriction.

**21. Public Records Law**

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the

County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

**22. Records Maintenance**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

**23. Defense and Indemnity Agreement**

The Contractor shall defend, protect, and hold harmless the County or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, while performing under the terms of this contract.

**24. Insurance Coverage**

The Contractor shall comply with all provisions described in [Exhibit C: Insurance Coverage](#), attached hereto.

**25. Notice**

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, *e.g.* a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

**26. Contract Amendments**

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

**27. Modifications**

Either party may request changes in the contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

**28. Termination**

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

Termination of a Subcontract will not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

**29. Termination for Default**

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under [Exhibit A](#), including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

**30. Termination for Public Convenience**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

**31. Suspension of Performance and Resumption of Performance**

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be

resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; *e.g.* the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the "Termination for Convenience" clause.

### **32. Termination Procedures**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- i. Stop work under the contract on the date and to the extent specified in the notice;
- ii. Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- iii. Assign to the County all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- iv. Preserve and transfer any materials, contract deliverables and/or County property in the Contractor's possession as directed by the County.

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 28.

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

Upon termination of this agreement for any reason, the Contractor will:

- i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to LCPHSS or, if agreed to by LCPHSS, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of this subsection 5.3, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide LCPHSS with appropriate evidence of destruction within ten Business Days of the destruction);
- iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or Disclosure of the PHI, other than as provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of this subsection 5.3, If the PHI is destroyed it shall be rendered unusable, unreadable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide LCPHSS with appropriate evidence of destruction);
- iv. Not use or disclose any PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions that applied before termination;
- v. Return to LCPHSS, or, if agreed to by LCPHSS, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

### **33. Resolution of Conflicts**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable federal and state statutes and regulations
- ii. Special terms and conditions
- iii. Exhibits
- iv. General terms and conditions
- v. Any other provision of this contract whether incorporated by reference or otherwise.

### **34. Disputes, Venue and Choice of Law**

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this

contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

**35. Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

**36. Conformance**

If any provision of this contract violates any statute or rule of law of the state of Washington of the United States of America, it is considered modified to conform to that statute or rule of law.

**37. Waiver**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the party granting such a waiver.

**38. Survival**

The terms and conditions contained in this contract will survive the completion, cancellation, termination or expiration of the contract.

**39. Entire Agreement**

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.



## Special Terms and Conditions Business Associate Agreement

This Agreement relates to Contract number between the Business Associate and LCPHSS unless otherwise agreed. Business Associate is or may be a “Business Associate” of LCPHSS to the extent they are performing Business Associate functions and activities on LCPHSS’s behalf as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Contract is terminated, this Agreement nonetheless continues in effect.

### DEFINITIONS

Unless otherwise indicated below, for the purposes of this Exhibit, the following terms have the same meaning as those terms in the HIPAA Rules:

- 1.1. Breach;
- 1.2. Business Associate;
- 1.3. Data Aggregation;
- 1.4. Designated Record Set;
- 1.5. Disclosure, Health Care Operations;
- 1.6. Individual;
- 1.7. Minimum Necessary;
- 1.8. Notice Of Privacy Practices;
- 1.9. Secretary, Security Incident;
- 1.10. Unsecured Protected Health Information (Phi); And
- 1.11. Use.

“Access Attempts” means the frequent probes, scans, “pings,” and other information system interactions that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI.

“Clients” or “Individuals” are people who have health or other coverage or benefits from or through LCPHSS. They include Medicaid Clients, Public Employees Benefits Board subscribers and enrollees, and others.

“Contract” or “Underlying Contract” means all agreements between Business Associate and LCPHSS under which Business Associate is a “Business Associate” as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.

“Fiscal/Program Requirements” means the supplementary instructions and fiscal policy standards for reimbursable costs otherwise known as the billing guide for Substance Use Disorder prevention and mental health promotion and is located at:

<https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-andbilling/provider-billing-guides-and-fee-schedules>.

**“Health Insurance Portability and Accountability Act” or “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

**“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time.

Additional detail can be found in part 164 of title 45 CFR for the following:

- **“Security Rule”** is subpart C (beginning with §164.302);
- **“Breach Notification Rule”** is subpart D (beginning with § 164.400); and
- **“Privacy Rule”** is subpart E (beginning with § 164.500).

**"Protected Health Information" or “PHI”** has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of LCPHSS, and relating to Clients.

### **S-1. Applicable Regulations**

The Contractor is required to comply with the requirements of the following referenced documents in performing services pursuant to this contract. The terms of each are incorporated by reference as part of this contract as fully as if set forth in full herein.

## **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

### **S-1.1. Limits**

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the Underlying Contract, if such use or Disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the Minimum Necessary.

### **S-1.2. Safeguards**

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by the Contract or this Agreement. Business Associate will store and transfer PHI in encrypted form.

### **S-1.3. Reporting Security Incidents**

S-1.3.1. Business Associate will report Security Incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those Security Incidents to LCPHSS within five (5) Business Days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection S-1.4, *Breach Notification* applies instead of this provision.

S-1.3.2. Access Attempts shall be recorded in Business Associate’s system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is

required to report them to LCPHSS. Since Business Associate's reporting and LCPHSS's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associate will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

S-1.3.2.1. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement; or

S-1.3.2.2. Resulted in material interference with Business Associate's information system used with respect to PHI subject to this Agreement; or

S-1.3.2.3. Caused an unauthorized Use or Disclosure.

S-1.3.3. Subject to Business Associate's performance as described in subsection S-1.3.2., this provision shall serve as Business Associate's notice to LCPHSS that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. LCPHSS acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in Section S-1.3.2. above, in which case Business Associate will report them in accordance with subsection S-1.3.1 or Section S-1.4, *Breach Notification*.

#### **S-1.4. Breach Notification**

S-1.4.1. "Breach" is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. LCPHSS, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.

S-1.4.2. Business Associate will notify LCPHSS of any unauthorized use or Disclosure and any other possible Breach within five Business Days of discovery. If Business Associate does not have full details at that time, it will report what information it has, and provide full details within fifteen (15) Business Days after discovery. The initial report may be oral. Business Associate will give a written report to LCPHSS, however, as soon as possible. To the extent possible, these reports must include the following:

S-1.4.2.1. The identification of each Individual who's PHI has been or may have been accessed, acquired, or disclosed;

S-1.4.2.2. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

S-1.4.2.3. A description of the types of PHI involved;

S-1.4.2.4. The investigative and remedial actions the Business Associate or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

S-1.4.2.5. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and

S-1.4.2.6. Such other information as LCPHSS may reasonably request.

S-1.4.3. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify LCPHSS. In any event, Business Associate will notify LCPHSS of its intent to give any notification under a state Breach Notification law no fewer than ten (10) Business Days before giving such notification.

S-1.4.4. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or Disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or Disclosure must (in the judgment of LCPHSS) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:

S-1.4.4.1. LCPHSS may choose to make any notifications to the Individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.

S-1.4.4.2. In any case, Business Associate will pay the reasonable costs of notification to Individuals, media, and governmental agencies and of other actions LCPHSS reasonably considers appropriate to protect Clients (such as paying for regular credit watches in some cases), and

S-1.4.4.3. Business Associate will compensate LCPHSS Clients for harms caused to them by the Breach or possible Breach described above.

S-1.4.5. Business Associate's obligations regarding Breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any Breach or possible Breach at any time.

### **S-1.5. Access**

Business Associate will make available PHI in a Designated Record Set to LCPHSS as necessary to satisfy LCPHSS's obligations under 45 CFR § 164.524. Business Associate will give the information to LCPHSS within five Business Days of the request from the Individual or LCPHSS, whichever is earlier. If LCPHSS requests, Business Associate will make that information available directly to the Individual. If Business Associate receives a request for access directly from the Individual, Business Associate will inform LCPHSS of the request within three Business Days, and if requested by LCPHSS it will provide the access in accordance with the HIPAA Rules.

### **S-1.6. Amending PHI**

Business Associate will make any amendments to PHI in a Designated Record Set as directed or agreed to by the LCPHSS pursuant to 45 CFR § 164.526, or take other measures requested by LCPHSS to satisfy LCPHSS's obligations under that provision. If Business Associate receives a request for amendment directly from an Individual, Business Associate will both acknowledge it and inform LCPHSS within three (3) Business Days, and if LCPHSS so requests act on it within ten Business Days and inform LCPHSS of its actions.

**S-1.7. Accounting**

Business Associate will maintain and make available to LCPHSS the information required to provide an accounting of Disclosures as necessary to satisfy LCPHSS's obligations under 45 CFR § 164.528. If Business Associate receives an Individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to LCPHSS within ten (10) Business Days after receiving it.

**S-1.8. Obligations**

To the extent the Business Associate is to carry out one or more of LCPHSS's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to LCPHSS in the performance of such obligations.

**S-1.9. Books, Etc.**

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**S-1.10. Mitigation**

Business Associate will mitigate, to the extent practicable, any harmful effect of a use or Disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement, or the Contract.

**S-1.11. Indemnification**

To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the State of Washington, LCPHSS, and all officials, agents, and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

**S-2. Written Policies and Procedures**

**PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**S-2.1. Limited Use and Disclosure**

Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Contract.

**S-2.2. General Limitation**

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by LCPHSS.

**S-2.3. Required by Law**

Business Associate may use or disclose PHI as required by law.

**S-2.4. De-Identifying**

Business Associate may de-identified PHI in accordance with 45 CFR § 164.514(a)-(c).

**S-2.5. Minimum Necessary**

Business Associate will make uses and Disclosures of only the Minimum Necessary PHI, and will request only the Minimum Necessary PHI.

**S-2.6. Disclosure for Management and Administration of Business Associate**

S-2.6.1. Subject to subsection S-2.6.2, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

S-2.6.2. The Disclosures mentioned in subsection 3.6.1 above are permitted only if either:

S-2.6.2.1. The Disclosures are required by law, or

S-2.6.2.2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

**S-2.7. Aggregation**

Business Associate may use PHI to provide Data Aggregation services relating to the Health Care Operations of the LCPHSS, if those services are part of the Contract.

**S-3. Acknowledgement of Federal Funds – Prevention**

The Contractor shall acknowledge all Prevention federal funds received through this contract and shall comply with all applicable regulations. The Contractor agrees that any publication written, visual, or sound, including press releases, newsletters, and issue and analyses issued by the Contractor describing programs or projects funded under this contract, shall contain the following acknowledgement: Funding by Washington State Healthcare Authority (HCA) or HCA logo. All funds are provided by the Division of Behavioral Health and Recovery, now a part of the Washington Healthcare Authority.

**S-4. Unallowable Costs**

Incentive items that can be used toward the purchase of alcohol or tobacco.

**S-5. Allowable Costs**

Meals and light refreshments may be purchased for parenting programs if the curriculum includes a family meal. Light refreshments may be purchased for classes/training lasting

more than 2 hours with Mental Health Promotion Projects and Suicide Prevention Projects (MHPP) and Dedicated Marijuana Account (DMA) funds not to exceed \$3.00 per person.

**S-6. Data Entry**

Data and information must be reported into the DBHR Minerva data entry system by the 10<sup>th</sup> of each month. This data will include any costs, community outreach, volunteer training, QPR training, community awareness campaign, afterschool session information and survey required in action plan. The county may provide support and serve as a monitor of this, but the contractor is primarily responsible.

**S-7. On Site Monitoring**

The county will conduct at least one on-site visit, annually, to the contractor site to monitor fiscal and programmatic compliance. The contractor will submit written documentation of the site visit to the Contract Manager or designee.

## Exhibit A: Statement of Work and Reporting Requirements

The purpose of this **Statement of Work** is to detail the work to be performed by the Contractor and the methods and content for reporting progress by the Contractor in fulfilling all duties encompassed in this contract.

The term of this contract shall commence on May 26, 2020 and terminate on June 30, 2021.

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including, but not be limited to, the following:

<b>Task Number</b>	<b>Task/Activity/Description</b> <i>Service, project, product</i>	<b>Deliverables/Outcomes</b> <i>Deliverable = product/document</i> <i>Outcome = service provided,</i> <i>project completion report</i>	<b>Reporting Requirement</b>	<b>Due Date</b>
<b>1</b>	<b>Program Development</b>	Hire an afterschool program coordinator who will plan and implement the afterschool program in Morton and White Pass communities. Purchase supplies for program, projects, campaigns, training, and advertising.	<ul style="list-style-type: none"> <li>Enter all tasks related to the activity in Minerva reporting system.</li> </ul>	10 <sup>th</sup> of each month June 30, 2021
<b>2</b>	<b>Enrollment</b>	Create enrollment form and advertise to Morton and White Pass communities for afterschool program.	<ul style="list-style-type: none"> <li>List outreach activity content, method(s) of delivery, and dates conducted in the Minerva reporting system. Upload samples of printed outreach materials if used.</li> </ul>	10 <sup>th</sup> of each month June 30, 2021
<b>3</b>	<b>Community Awareness Campaign</b>	Use the “Tools to Thrive” campaign (for 2020) to launch a social media campaign and boost the campaign in the local community zip codes. Community Awareness campaign to be completed one each fiscal year.	<ul style="list-style-type: none"> <li>Enter all relevant data into Minerva where required by the system, including post survey data.</li> </ul>	10 <sup>th</sup> of each month June 30, 2021
<b>4</b>	<b>Question Persuade Refer (QPR) / Youth Mental Health First Aid (YMHFA)</b>	Setup a QPR Gatekeeper training virtually for June 2020 Max attendance 25-30 people. Complete 8 total hours (1 session 8hrs or 2 4 hr sessions) of YMHFA	<ul style="list-style-type: none"> <li>Enter all relevant data into Minerva where required by the system, including post survey data.</li> </ul>	10 <sup>th</sup> of each month June 30, 2021
<b>5</b>	<b>Implement Afterschool Program</b>	Implement the afterschool program with 85% Positive Action, STEM, and 4-H curriculums (virtually during COVID-19 restrictions) in person one day per week in Morton and one day per week in White Pass.	<ul style="list-style-type: none"> <li>Enter all relevant data into Minerva where required by the system, including post survey data.</li> </ul>	10 <sup>th</sup> of each month June 30, 2021



<b>6</b>	<b>Expenditure Reports</b>	Provide fiscal tracking and invoicing for services provided under this contract.	Year-end expenditure reports shall include: <ul style="list-style-type: none"> <li>• Itemized compilation of all Contractor invoices submitted to the County</li> <li>• Itemized compilation of all funds received by the Contractor from the County</li> </ul>	June 30, 2020 for year 1 and June 30, 2021 for year 2.
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## Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed \$38,400 per fiscal year to the Contractor for work as described in [Exhibit A](#), subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Contractor Payment.

### 1. Budget Detail

<b>MHPP Funding for Afterschool Program</b>	<b>Year 1 until 6/30/2020</b>	<b>Year 2 until 6/30/2021</b>
<i>Admin Fees MHPP</i>	\$800.00	\$800.00
<i>Mileage MHPP</i>	\$150.00	\$250.00
<i>Hotel MHPP</i>	\$0	\$150.00
<i>Per Diem MHPP</i>	\$0	\$40.00
<i>Registration Fees MHPP</i>	\$0	\$150.00
<i>Positive Action Salary MHPP White Pass</i>	\$750.00	\$6355.00
<i>Positive Action Salary MHPP Morton</i>	\$750.00	\$6355.00
<i>Positive Action Travel MHPP White Pass</i>	\$0	\$150.00
<i>Positive Action Travel MHPP Morton</i>	\$0	\$150.00
<i>Positive Action Program Supplies MHPP White Pass</i>	\$5,650.00	\$1000.00
<i>Positive Action Program Supplies MHPP Morton</i>	\$5,500.00	\$1000.00
<i>Positive Action Program Printing MHPP White Pass</i>	\$2,575.00	\$0
<i>Positive Action Program Printing MHPP Morton</i>	\$2,575.00	\$0
<i>Community Awareness Program Printing MHPP Morton and White Pass</i>	\$250.00	\$400.00
<i>Youth Mental Health First Aid MHPP Morton and White Pass</i>	\$0	\$2400.00
<i>QPR Supplies MHPP Morton and White Pass</i>	\$100.00	\$0
<i>QPR Professional Services MHPP Morton and White Pass</i>	\$100.00	\$0
<b>Sub total</b>	<b>\$19,200.00</b>	<b>\$19,200.00</b>

<b>DMA Funding for Afterschool Program</b>	<b>Year 1 until 6/30/2020</b>	<b>Year 2 until 6/30/2021</b>
<i>Admin Fees DMA</i>	\$800.00	\$800.00
<i>Mileage DMA</i>	\$150.00	\$250.00
<i>Hotel DMA</i>	\$0	\$150.00
<i>Per Diem DMA</i>	\$0	\$40.00
<i>Registration Fees DMA</i>	\$0	\$150.00
<i>Positive Action Salary DMA White Pass</i>	\$750.00	\$6355.00
<i>Positive Action Salary DMA Morton</i>	\$750.00	\$6335.00
<i>Positive Action Travel DMA White Pass</i>	\$0	\$650.00
<i>Positive Action Travel DMA Morton</i>	\$0	\$650.00
<i>Positive Action Program Supplies DMA White Pass</i>	\$5,600.00	\$1900.00
<i>Positive Action Program Supplies DMA Morton</i>	\$5,750.00	\$1920.00
<i>Positive Action Program Printing DMA White Pass</i>	\$2,700.00	\$0
<i>Positive Action Program Printing DMA Morton</i>	\$2,700.00	\$0

<i>Sub total</i>	<i>\$19,200.00</i>	<i>\$19,200.00</i>
<b>TOTAL of MHPP and DMA</b>	<b>\$38,400.00</b>	<b>\$38,400.00</b>

**2. Compensation**

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B. Where Exhibit B requires payments by Lewis County, payment shall be made on a reimbursement basis, supported, unless otherwise provided in Exhibit B, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested.

Costs allowable under this contract are actual expenditures according to an approved budget up to the maximum amount stated above. The Contractor shall use federal cost principles specified in OMB Circular A-110 “Cost Principles Applicable to Grants, Contracts and other Agreements” with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

The County may withhold reimbursement payment if the Contractor fails to submit required invoices and supportive documentation to the County. The Contractor’s failure to submit invoices as specified is grounds for the County to terminate the contract as provided herein.

**3. Invoice Timeframe**

The Contractor shall submit invoices to the County Contract Officer identified herein or to other such person identified by the County Contract Officer by the 10<sup>th</sup> of each month.

**4. Eligible Use of Funds**

Funding awarded under this contract may only be used for activities described in [Exhibit A](#).

**5. Duplicate Payment**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract or other source.

**6. Audit**

i. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

- a. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- b. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- c. As applicable, the Contractor shall be required to have an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- d. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request

ii. State Fund Requirements:

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- a. Contractor agency name
- b. State program name
- c. BARS account number
- d. County
- e. County Contract number
- f. Contract award amount including amendments (total Contract award)
- g. Current year expenditures

iii. If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

iv. The Contractor shall include the above audit requirements in any subcontracts.

v. In all cases, the Contractor's financial records must be available for review by County.

vi: Audit requirements - OMB 2 CFR, Part 200, Subpart F (A-133) for federal funds

**7. Future Non-Allocation of Funds**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

**8. Errors and Omissions Uncompensated**

In the event of any errors or omissions by the Contractor in the performance of any work required under this contract, the Contractor shall make any and all necessary corrections without additional compensation.

## **Exhibit C: Insurance Coverage**

*The following sections represent typical elements that may vary from one contract to the next. Use this Exhibit to incorporate insurance coverage requirements not already included in the General Terms and Conditions. Only use what is needed, delete the remaining sections. If no Insurance Coverages are needed, delete this entire section.*

The Contractor shall provide insurance coverage as set out in this Exhibit to protect the County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

All required insurance shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the County and its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to the County within fifteen (15) calendar days of the Contract start date, proof of insurance identifying Lewis County as Primary, Non Contributory, additionally Insured, with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates with endorsements not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

### **1. Commercial General Liability Insurance Policy**

Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

### **2. Automobile Liability**

In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

### **3. Fidelity Insurance**

Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- i. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is greatest.

Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.

- ii. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

**4. Business Property**

The Contractor shall provide business property insurance adequate to repair, replace, or recreate any County-owned property in the possession of the Contractor, or data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials produced by the Contractor or any subcontractors in the performance of the work under this contract.

**5. Industrial Insurance Waiver**

The Contractor shall comply with all applicable provisions of Title 51 Revised Code of Washington, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**6. Volunteer Medical Protection**

Contractor shall provide any volunteer who performs any duties related to or covered by this contract with coverage at no cost to the volunteer for immediate, short-term, and long-term medical care that substantially matches employee coverage as described in Title 51 Revised Code of Washington.