



Contract  
for  
**Triplex Housing Superintendent**

Agreement #:  
**#2024-2025 Behavioral Health  
WBHW TRIPLEX**

This Contract is made between Pacific County, Department of Health & Human Services (PCHHS) and Willapa Behavioral Health & Wellness.

<b>CONTRACTOR NAME</b>		<b>ENTITY TYPE</b>	
Willapa Behavioral Health & Wellness		Non profit corporation	
<b>CONTRACTOR ADDRESS</b>		<b>CITY</b>	<b>STATE</b>
2204 Pacific Ave N.		Long Beach	WA
<b>CONTRACTOR PRIMARY CONTACT</b>		<b>TELEPHONE</b>	<b>CONTRACTOR EMAIL ADDRESS</b>
Salina Mecham		360-227-1705	mechams@willapabh.org
<b>CONTRACTOR TAX ID NUMBER</b>		<b>CONTRACTOR UNIVERSAL IDENTIFIER (UEI) NUMBER</b>	
911324228		ZMB7E6ME3YL8	
<b>Is Contractor subrecipient under this Contract?</b>	<b>If yes, CFDA Numbers(s):</b>	<b>FFATA Form Required</b>	
No		No	
<b>PCHHS PROGRAM</b>		<b>PCHHS DIVISION</b>	
<b>PCHHS CONTACT NAME &amp; TITLE</b>		<b>PCHHS CONTACT ADDRESS</b>	
Jessica Verboomen		1216 West Robert Bush Drive	
Behavioral Health Program Manager		PO Box 26	
360-875-9343		South Bend, WA 98586	
<b>CONTRACT START DATE</b>	<b>CONTRACT END DATE</b>	<b>MAXIMUM AGREEMENT AMOUNT</b>	
01/01/2024	12/31/2025	\$128,128	

EXHIBITS. When the box below is marked with an X, the following exhibits are attached and are incorporated into this agreement by reference:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Exhibit A- Statement of Work         | <input checked="" type="checkbox"/> Exhibit E- Business Associate Agreement (BAA) |
| <input checked="" type="checkbox"/> Exhibit B- Budget                    | <input type="checkbox"/> Exhibit F- FAFTA   |
| <input checked="" type="checkbox"/> Exhibit C- Fiscal back documentation | <input type="checkbox"/> Exhibit G- (Specify)                                     |
| <input type="checkbox"/> Exhibit D- Funder Program Agreement (specify)   | <input type="checkbox"/> Exhibit H- (Specify)                                     |

**GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made and entered into this 1st day of January, 2024, by and between Pacific County, hereinafter referred to as "COUNTY," and Willapa Behavioral Health & Wellness hereinafter referred to as "CONTRACTOR."

**THE PURPOSE** of this agreement is to fund a peer for the Willapa Independent Housing Program who will support housing residents with acute mental illness. A detailed description of deliverables are outlined in Exhibit A- Statement of Work. All work completed under this Agreement shall be provided in full compliance with requirements set forth by this Agreement including all exhibits. The CONTRACTOR and the COUNTY agree to the terms and conditions set forth in:

1. General Provisions
2. Exhibit A- Statement of Work
3. Exhibit B- Budget
4. Exhibit C- Fiscal Back up Documentation
5. Exhibit E- Business Associate Agreement (BAA)

## **GENERAL PROVISIONS**

### **1. DEFINITIONS**

The terms listed below, as used in this Agreement, shall have the following meanings:

- A. "Agreement" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. "Authorized Representative" shall be the person identified as such on the cover page of this agreement.
- C. "Shall," indicates that which is mandatory.
- D. "Subcontract" shall mean a separate Agreement between the CONTRACTOR and subcontractor to perform all or a portion of the duties and obligations that the CONTRACTOR is obligated to perform pursuant to this Agreement.
- E. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the COUNTY or the CONTRACTOR, who is performing all or part of the services under this Agreement. The term "subcontractor(s)" means subcontractor(s) in any tier."

### **2. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The CONTRACTOR must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **3. APPROVAL**

This Agreement shall be subject to the written approval of the COUNTY's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

### **4. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

### **5. ASSIGNMENT**

Neither this Agreement nor any claim arising under this Agreement shall be transferred or assigned by the CONTRACTOR without prior written consent of the COUNTY.

### **6. AUDIT & FINANCIAL SYSTEMS**

- A. General Requirements: The CONTRACTOR is to procure audit services and will include the following guidelines:
  - 1. 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.
  - 2. The CONTRACTOR is responsible for any audit exceptions incurred by its own organization or that of its subcontractor and must report any findings to the COUNTY. The COUNTY reserves the right to recover from the CONTRACTOR all disallowed costs resulting from the audit.

3. As applicable, the CONTRACTOR required to have an audit 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.
  4. 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
  5. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CONTRACTOR.
  6. The CONTRACTOR shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted by February 15th for the previous calendar year.
  7. The CONTRACTOR shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the COUNTY or its funders that are pertinent to the intent of this Agreement. The COUNTY and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the CONTRACTOR's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement. Such rights extend for six years from the date the final payment is made hereunder.
- B. The CONTRACTOR's financial systems shall contain the following:
1. Accurate, current, and complete disclosure of the financial results of each contract;
  2. Records that identify the source and application of funds;
  3. Control over and accountability for all funds, property, and other assets;
  4. Comparison of actual outlays with budgeted amount for each contract;
  5. Procedures that minimize the time elapsing between the transfer of funds from the COUNTY and their disbursement by the CONTRACTOR;
  6. Procedures for determining reasonableness and allocability of costs;
  7. Accounting records that are supported by source documentation;
  8. Procedures for timely and appropriate resolution of audit findings and recommendations.
- C. The CONTRACTOR shall include these requirements in any subcontracts.

**7. BILLING PROCEDURES AND PAYMENT**

- A. The COUNTY will pay the CONTRACTOR upon acceptance of services provided and receipt of properly completed COUNTY invoices, which shall be submitted to the Representative for the COUNTY not more often than monthly, or as outlined in Exhibit A- Statement of Work and Exhibit B- Budget.
- B. The COUNTY may, in its sole discretion, terminate the Agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- C. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the COUNTY.
- D. The CONTRACTOR shall not bill the COUNTY for services performed under the Agreement, and the COUNTY shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service or expense.

- E. The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**8. CONTRACTOR LEADERSHIP**

The CONTRACTOR shall provide the COUNTY with a current roster of its Board of Directors or Senior Management which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The CONTRACTOR shall apprise the COUNTY of any changes to this roster as they occur.

**9. COMPENSATION**

- A. The COUNTY shall pay an amount not to exceed the amount shown in Exhibit B- Budget. Where Exhibit B-Budget requires payments by Pacific COUNTY, payment shall be made on a reimbursement basis, supported unless otherwise provided in Exhibit B. Activity reports, shall be filed along with the billing for payment. The CONTRACTOR shall submit billing by the 10<sup>th</sup> of each month following the month of service.
- B. Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated in Exhibit B-Budget. 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.
- C. The CONTRACTOR certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.
- D. The COUNTY may withhold reimbursement payment if the CONTRACTOR fails to submit required billings and supportive documentation to the COUNTY. The CONTRACTOR's failure to submit billings as specified is grounds for the COUNTY to terminate the Agreement as provided herein. If no supportive documentation is provided within 120 days, the County may consider the services not provided, and no reimbursement would be required.
- E. All invoices and requests for reimbursement under the contract shall be submitted with the all required back up documentation outlined in Exhibit C- Fiscal Back up Documentation

**10. CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION**

- A. The CONTRACTOR shall comply with all provisions of this Agreement and make available all Personal Information necessary for the COUNTY to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), CFR 42 or any regulations enacted or revised pursuant to the HIPAA, CFR 42, provisions and applicable provisions of Washington State and Federal law. The CONTRACTOR's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement shall be made available to the COUNTY, upon request.
- B. The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable Federal and State statutes and regulations.
- C. The CONTRACTOR shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

- D. The CONTRACTOR shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification, or loss. The CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. The CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons without the express written consent of the COUNTY or as otherwise required by law. The CONTRACTOR agrees to implement physical, data security, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with State and Federal law.
- E. The COUNTY reserves the right to monitor, audit, or investigate the use of Personal Information collected, used, or acquired by the CONTRACTOR through this Agreement. The CONTRACTOR shall notify the COUNTY in writing within five (5) working days of becoming aware of any unauthorized access, use, or disclosure. The CONTRACTOR will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to unauthorized use or disclosure by the CONTRACTOR, its officers, directors, employees, subcontractors, or agents.
- F. Personal Information including, but not limited to "Protected Health Information" collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification, or loss. The CONTRACTOR shall ensure its directors, officers, employees, subcontractors, or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. The CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons Personal Information without the express written consent of the COUNTY, program participant, or legal representative.
- G. Any breach of this provision may result in the termination of the Agreement and the demand for the return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR's unauthorized use of Personal Information.
- H. The CONTRACTOR shall notify the COUNTY in writing within five (5) business days of any potential or actual compromises of confidential

#### **11. CONFLICT OF INTEREST**

- A. State and COUNTY employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization that has or is seeking to obtain a contractual, financial or other business relationship with the COUNTY. This prohibition includes actions by employees designed to benefit other persons in addition to or instead of the employee directly.
- B. *Termination.* The COUNTY may, by written notice to the CONTRACTOR Terminate the right of the CONTRACTOR to proceed under this Agreement for actions, policies, practices, or omissions to act which constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering COUNTY employees, directly or indirectly, anything of economic value from a CONTRACTOR or a potential CONTRACTOR (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act. In the event this Agreement is terminated, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the COUNTY provided for in this section are in addition to any other rights and remedies provided by law.

**12. CONTRACTOR SERVICES**

The CONTRACTOR shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials, and equipment necessary for or incidental to the performance of the work identified as CONTRACTOR responsibilities throughout this Agreement, in Exhibit A- Statement of Work and Exhibit B- Budget.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - 1. All material provided to the CONTRACTOR by the COUNTY that is designated as "confidential" by the COUNTY;
  - 2. All material produced by the CONTRACTOR that is designated as "confidential" by the COUNTY; and
  - 3. All personal information in the possession of the CONTRACTOR that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number, and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The CONTRACTOR shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CONTRACTOR shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. The CONTRACTOR shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the CONTRACTOR shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Agreement whenever the CONTRACTOR reasonably determines that changes are necessary to prevent unauthorized disclosures. The CONTRACTOR shall make the changes within the time period specified by the COUNTY. Upon request, the CONTRACTOR shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CONTRACTOR against unauthorized disclosure.
- C. Unauthorized Use or Disclosure: The CONTRACTOR shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**14. COPYRIGHT/ PATENT INFRINGEMENT**

Any written commitment received from the CONTRACTOR concerning this Agreement shall be binding upon 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 Agreement, whether or not incorporated elsewhere herein by reference, as to the performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period or warranties.

**15. DEBARMENT CERTIFICATION**

The CONTRACTOR hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the COUNTY.

**16. DISPUTES**

- A. Any disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of the Agreement documents shall be brought to the attention of the COUNTY at the earliest possible time so that such matters may be settled or other appropriate action promptly taken.
- B. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Agreement representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief.

**17. CONTRACTOR CLAIMS**

- A. Notice of Potential Claims. The CONTRACTOR shall not be entitled to additional compensation, which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the COUNTY, or (2) the happening of any event or occurrence unless the CONTRACTOR has given the COUNTY a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the COUNTY. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation or extension of time is due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim.
- B. The CONTRACTOR shall keep complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- C. Detailed Claim. The CONTRACTOR is not entitled to claim any such additional compensation or extension of time unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the COUNTY, the CONTRACTOR has given the COUNTY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

**18. DISPUTE HEARINGS**

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the COUNTY and the CONTRACTOR, and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific COUNTY. Either party's request for a dispute hearing must be in writing; state the disputed issues; state the relative positions of the parties; state the CONTRACTOR's name, address, and contact number; be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;

Any question, difference, or controversy that may arise between the COUNTY and the CONTRACTOR with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the COUNTY, whose decision shall be final and conclusive on both



parties. The COUNTY has the authority to suspend services to be provided under this Agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

**19. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the CONTRACTOR and available for review. Such documents shall include, but not be limited to:

1. Personnel Policies;
2. Job Description(s);
3. Organizational Chart;
4. Travel Policies;
5. Fiscal Management;
6. Articles of Incorporation/Tribal Charter;
7. Bylaws;
8. IRS Nonprofit Status Certification;
9. Latest CONTRACTOR Audit;
10. Insurance policies required by CONTRACTOR;
11. Indirect cost agreement, when applicable

**20. ASSIGNMENT AND/OR SUBCONTRACTING**

The CONTRACTOR shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the COUNTY. All terms and conditions of this Agreement shall apply to any approved subcontractor assignment related to this Agreement. All subcontracts shall be in writing. The COUNTY reserves the right to inspect and approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.

**21. ATTORNEY'S FEES/COST OF SUIT AND VENUE**

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Agreement shall be filed in the Pacific COUNTY Superior Court.

**22. ALL WRITINGS CONTAINED HEREIN**

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

**23. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children under the age of 18 and/or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. The CONTRACTOR must perform a Background Check within five days of any employee, subcontractor, and/or volunteer having access to children or vulnerable adults. If the CONTRACTOR elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the COUNTY shall deny payment for any subsequent services rendered by the CONTRACTOR. The Washington State Patrol WATCH background check shall be utilized to obtain background clearance.

**24. FAIR HEARING PROCEDURE**

The CONTRACTOR will establish a system through which recipients of CONTRACTOR services may present grievances about the operation of the services. The CONTRACTOR will advise recipients of the grievance procedure and the CONTRACTOR shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the CONTRACTOR shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the COUNTY; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof.

**25. CHOICE OF LAW, JURISDICTION AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the United States and the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Pacific COUNTY.

**26. RELATIONSHIP OF THE PARTIES**

- A. The parties intend that an independent CONTRACTOR relationship will be created by this Agreement. The CONTRACTOR and its employees or agents performing under this Agreement are not employees or agents of the COUNTY. The CONTRACTOR will not hold itself out as or claim to be an officer or employee of the COUNTY, nor will they make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the CONTRACTOR.
- B. The COUNTY is interested only in the results to be achieved, and the implementation of services will lie solely with the CONTRACTOR. However, the results of the work contemplated must meet the approval of the COUNTY and shall be subject to the COUNTY's general rights of inspection and review to secure the satisfactory completion thereof.
- C. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

**27. INDEMNIFICATION/HOLD HARMLESS**

- A. Indemnification by CONTRACTOR. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss, or

expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51 or by application of any other workmen's compensation act, disability benefit act, or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Agreement, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- B. COUNTY – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of the CONTRACTOR's indemnity obligations under the Agreement.
- C. Survival of CONTRACTOR's Indemnity Obligations. The CONTRACTOR agrees that all CONTRACTORS' indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

## **28. INDUSTRIAL INSURANCE WAIVER**

The CONTRACTOR shall comply with all applicable provisions of Title 51 RCW, 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, the COUNTY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the COUNTY under this Agreement, 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.

## **29. INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Agreement, CONTRACTOR shall obtain, provide, and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and, in a form, satisfactory to the COUNTY.

- A. General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
- C. Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- D. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery

against COUNTY and shall require similar written express waivers and insurance clauses from each of its subcontractors.

- E. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and noncontributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

**30. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations, standards for licensing, certification, and operation of facilities, programs, and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to:

*Washington State Laws and Regulations*

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open Public Meetings Act, Chapter 42.30 RCW.
- H. Public Records Act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**31. LICENSING, ACCREDITATION, AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Agreement.

**32. MODIFICATION OR AMENDMENT**

This Agreement may be amended, modified, or changed by mutual agreement of 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 properly executed by both parties.

**33. NONDISCRIMINATION**

In the performance of this Agreement, the CONTRACTOR shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, Washington State's Law Against Discrimination (WLAD), and the Americans with Disabilities Act, as now or hereafter amended. The CONTRACTOR shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, military status, or disability in Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of goods, services or benefits to clients. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each CONTRACTOR or subcontractor. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance. Upon execution, the CONTRACTOR shall provide documentation to the COUNTY that it has completed a self-evaluation of compliance with the ADA.

**34. OWNERSHIP**

Any data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the copyright ownership and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Intellectual property ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. Material that the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

**35. POLITICAL ACTIVITIES**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the CONTRACTOR's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

**36. PROHIBITIONS**

The CONTRACTOR or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

**37. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness, or intentional actions by

the CONTRACTOR relating to the performance of this Agreement. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

**38. RECAPTURE**

If the CONTRACTOR fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the CONTRACTOR of funds under this recapture provision shall occur within the time period specified by the COUNTY. Alternatively, the COUNTY may recapture such funds from payments due under this Agreement.

**39. REPORT ABUSE AND NEGLECT:**

- A. The CONTRACTOR and its subcontractors are mandated reporters under RCW 26.44.030, and must comply with reporting requirements therein.
- B. If the CONTRACTOR is notified by the COUNTY that they or a subcontractor is cited or on the registry for a substantiated finding, then the associated CONTRACTOR will be prohibited from providing services under this Agreement.
- C. The CONTRACTOR will immediately report to the COUNTY if:
  - 1. They have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
  - 2. If they have reason to suspect that sexual abuse, physical assault, or neglect or other abuse of a child or vulnerable adult has occurred, they shall also immediately report to the appropriate law enforcement CONTRACTOR, DCYF, APS, and the County.
  - 3. "Immediately" means there should be no delay between staff awareness of the incident/allegation and making the report. Reporting should occur as soon as the safety of all clients is assured and all necessary emergency measures have been taken.

**40. RECORDS MAINTENANCE FOR FISCAL ACCOUNTABILITY:**

- A. The CONTRACTOR agrees to maintain books, records, reports, and other evidence documents, accounting procedures, and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
- B. The CONTRACTOR shall retain all books, documents, and other material relevant to this Agreement for a period of six (6) years after the expiration of this Agreement. The CONTRACTOR agrees that the COUNTY shall have full access to and right to examine any of said materials at all reasonable times during said period.
- C. The CONTRACTOR shall:
  - a. Provide accurate, current, and complete disclosure of the financial status of this Agreement as requested by the COUNTY;
  - b. Identify the source and application of funds for services supported by this Agreement in whole or in part.
  - c. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.
  - d. Ensure that the funds related to this Agreement are being used appropriately.

**41. STANDARDS FOR PROGRAM ACCOUNTABILITY**

The CONTRACTOR agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the COUNTY in order for the COUNTY to be assured that program services remain consistent with the terms of this Agreement. The CONTRACTOR further agrees to provide such information as requested by the COUNTY for monitoring and evaluating within the time limitations established by the COUNTY.

**42. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid. If it should appear that any provision hereof is in conflict with a Federal law, rule, regulation, or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified to conform to such statutory provision.

**43. SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that, by their sense and context, are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

**44. 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 withhold any taxes other than income taxes (i.e., Medicare). All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely liable for any tax obligation arising from the CONTRACTOR's performance of this Agreement. 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 Agreement.

The COUNTY will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The CONTRACTOR must 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.

**45. TERMINATION FOR CAUSE, CONVENIENCE, OR OTHER GROUNDS**

- A. *TERMINATION FOR CAUSE/SUSPENSION.* If the COUNTY determines that the CONTRACTOR failed to comply with any term or condition of this Agreement, the COUNTY may terminate the Agreement in whole or in part upon written notice to the CONTRACTOR. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.
- B. *NONCOMPLIANCE WITH REQUIREMENTS.* In the event of the CONTRACTOR's non-compliance or refusal to comply with the above, this Agreement may be terminated in whole or in part, and the CONTRACTOR declared ineligible for further contracts with the COUNTY. The CONTRACTOR shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

- C. If the Agreement is terminated for cause, the CONTRACTOR shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time)
- D. **TERMINATION FOR CONVENIENCE-** The COUNTY may terminate this Agreement for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the COUNTY shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.
  - 1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.
- E. **Termination for Other Grounds-** This Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days advance written notice to the other party. COUNTY reserves the right to terminate this Agreement in whole or in part without the 30 days written notice in the event of a unilateral change made in the COUNTY's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

#### **46. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work under the Agreement on the date and to the extent specified in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C. 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
- D. Preserve and transfer any materials, Agreement deliverables, and/or COUNTY property in the CONTRACTOR's possession as directed by the COUNTY.
- E. Upon termination of the Agreement, the COUNTY shall pay the CONTRACTOR for any services rendered or goods delivered by the CONTRACTOR prior to the effective date of 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.
- F. The rights and remedies of the COUNTY under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

#### **47. CLOSE-OUT**

Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:



- A. Upon written request by the CONTRACTOR, the COUNTY shall make or arrange for prompt payment to the CONTRACTOR of allowable reimbursable costs not covered by previous payment;
- B. The CONTRACTOR shall immediately refund to the COUNTY any unencumbered balance of the funds paid to the CONTRACTOR budgeted but unspent for the program(s) terminated;
- C. The CONTRACTOR shall submit within thirty (30) days after the date of expiration of this Agreement all financial, performance, and other reports required by this Agreement;
- D. In the event a financial audit has not been performed prior to the close-out of this Agreement, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the CONTRACTOR after fully considering the recommendation on disallowable costs resulting from the final audit;
- E. The CONTRACTOR agrees to submit a written review to the COUNTY at the close out of this Agreement, which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

**48. TREATMENT OF ASSETS**

The CONTRACTOR shall take the following actions to secure the financial interest of the COUNTY in items purchased with funds awarded under this Agreement. The CONTRACTOR shall name the COUNTY as a lien holder on certificates of title for motor vehicles. (RCW 46.12.095). A non-expendable personal property inventory report shall also be submitted to the COUNTY as required. The COUNTY's interest in property purchased under this Agreement and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this Agreement period. The CONTRACTOR shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies. A CONTRACTOR, which is a nonprofit organization, shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this Agreement. In the event of loss, destruction, or damage to any property purchased under this Agreement, the CONTRACTOR shall notify the COUNTY and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the COUNTY, the CONTRACTOR shall surrender to the COUNTY all property purchased under this Agreement prior to settlement upon completion, termination, or cancellation of this Agreement. The CONTRACTOR shall include these requirements in any subcontracts.

**49. WAIVER**

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

**50. EXTENT OF AGREEMENT**

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

This Agreement, consisting of 27 pages, including Exhibits A, B, C, and E, which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Lisa Olsen, Chair

APPROVED AS TO FORM

\_\_\_\_\_  
Jerry Doyle, Commissioner

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA #

\_\_\_\_\_  
David Tobin, Commissioner

ATTEST

\_\_\_\_\_  
Amanda Bennett, Clerk of the Board

Contract # #2024-2025 Behavioral Health WBHW TRIPLEX

Exhibit A- Statement of Work (SOW)

Original

**Summary/overview of services to be provided**

"Willapa Behavioral Health & Wellness (WBHW) owns and operates the Willapa Independent Housing Program (also known as the Triplex) in Long Beach which houses people with acute mental illness and minor developmental disabilities. We are seeking funds to support 1 FTE for the Triplex Superintendent position. The Superintendent will enhance the quality and connection of our Triplex tenants to supportive services and improve WBHW's ability to maintain the physical condition of the Triplex property for our tenants safety and quality of life.

The Triplex Superintendent lives in the housing complex and is able to give support to our tenants outside of traditional agency hours. The Superintendent provides property management, maintenance services, assistance to tenants in navigating their lease requirements, enforcement of Triplex rules for everyone's safety, assistance with transportation for tenant to pick up medications or attend medical or mental health appointments, and assistance with connection to community partners that can offer financial housing assistance. "

**Deliverables**

<i>Description</i>	<i>Outcomes</i>	<i>By when</i>
Triplex superintendent will conduct monthly inspection of tenant apartments to ensure repairs and maintenance is done on broken items	To be assigned by authorized official	Currently being done
Triplex superintendent will assist tenants each year in the renewal of their lease by explaining the terms and inviting questions	To be assigned by authorized official	Currently being done
Triplex superintendent will assist with finding housing subsidy funding and filling out applications as subsidies expire or become available.	To be assigned by authorized official	Currently being done
Triplex superintendent will enforce rules of Triplex lease to help provide a safe, clean environment for all tenants.	To be assigned by authorized official	Currently being done
Triplex superintendent will assist tenants on a weekly basis or as needed with transportation to and from appointments or medication pick ups.	To be assigned by authorized official	Currently being done
Triplex superintendent will assist tenants, when necessary to locate providers for specialized needs.	To be assigned by authorized official	Currently being done

Contract # #2024-2025 Behavioral Health WBHW TRIPLEX  
Exhibit B- Budget  
Original Budget

		Budget				
	Description	Period of Performance	Original	Amendment #1	Amendment #2	Amendment #3
.1% Sales Tax	Mental Health	January 1, 2024- December 31, 2024	\$64,064			Amendment #4
.1% Sales Tax	Mental Health	January 1, 2025- December 31, 2025	\$64,064			



Public Health & Human Services

# Fiscal Back-up Documentation Requirements for Subcontractors

Updated 8/2/2022

Category	Required back up documentation
Salaries & Benefits	<input type="checkbox"/> Detailed general ledger expenditure report for all employees who are charge to the grant for the period with the following information: <ul style="list-style-type: none"> <li>• Salaries &amp; wages</li> <li>• Employee name</li> <li>• Employee rates of pay</li> <li>• Hours worked</li> </ul> <input type="checkbox"/> Time sheets for all staff that clearly shows which hours are charged to the grant by day * Note- salaries & benefits must be broken out on seperate lines
Equipment over \$5000	<input type="checkbox"/> Detailed general ledger expenditure report that provides vendor name, amount <input type="checkbox"/> Item description <input type="checkbox"/> Detailed invoice <input type="checkbox"/> Documentation that expense was preapproved by the county
Materials & Supplies	<input type="checkbox"/> Detailed general ledger expenditure report that provides vendor name <ul style="list-style-type: none"> <li>• Vendor name</li> <li>• Item description</li> <li>• Cost of item</li> </ul> <input type="checkbox"/> Invoice or receipt

Category	Required back up documentation
Travel	<p><input type="checkbox"/> Detailed general ledger expenditure report that provides</p> <ul style="list-style-type: none"> <li>• Employee name</li> <li>• Travel expense form*</li> <li>• All itemized receipts</li> </ul> <p><input type="checkbox"/> Documentation of pre approval for any flights and overnight stays</p> <p>* Travel expense form should include employee signature, supervisor approval, mileage, and purpose</p> <p>Note: Pre-approval documentation from the County for any out of state travel must be provided.</p>
Consultants, or contract expenses	<p><input type="checkbox"/> Detailed general ledger expenditure report that provides:</p> <ul style="list-style-type: none"> <li>• Contractor/consultant/subrecipient name</li> </ul> <p><input type="checkbox"/> Detailed invoice</p> <p><input type="checkbox"/> Documentation of pre-approval of expense from the county</p>
Meals	<p><input type="checkbox"/> Detailed expenditure report</p> <p><input type="checkbox"/> Itemized receipt</p> <p><input type="checkbox"/> Sign in sheet with participant roster</p> <p><input type="checkbox"/> Documentation of pre-approval of expense from county</p>

Category	Required back up documentation
Outreach materials & promotional items	<input type="checkbox"/> Detailed expenditure report <input type="checkbox"/> Itemized receipt <input type="checkbox"/> Description of item and purpose <input type="checkbox"/> Sample of materials
Training	<input type="checkbox"/> Detailed general ledger expenditure report <input type="checkbox"/> Itemized receipts <input type="checkbox"/> Description of training and purpose or Agenda
Administration	<input type="checkbox"/> Detailed general ledger expenditure report <input type="checkbox"/> Timecards, receipts, invoices, or other source documentation to backup admin expenses

Unless otherwise required by the county, subcontractor shall submit invoices and all back up on a monthly basis no later than the 10th of the month following the month the expense was incurred.

Note- all expenses must be part of the approved contract budget.



## Business Associate and Qualified Service Organization Agreement

This Business Associate Agreement ("BAA") and Qualified Service Organization Agreement ("BAQSOA") is made and effective 01/01/2024 by and between Pacific County Health & Human Services ("Business Associate"), and Willapa Behavioral Health & Wellness ("Business Associate"), each a "Party" and collectively referred to as the "Parties".

Pacific County Health & Human Services and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Pacific County Health & Human Services that require Business Associate to access, create, maintain, and use health information that is protected by state and/or federal law

**WHEREAS**, Business Associate is providing services to Pacific County Health & Human Services for {describe services} or on behalf of Pacific County Health & Human Services;

**WHEREAS**, the relationship between Pacific County Health & Human Services and Business Associate is such that the Parties believe Business Associate is a "business associate" within the meaning of the HIPAA Privacy Rule;

**WHEREAS**, Pacific County Health & Human Services operates a CFR 42 part 2 program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

**WHEREAS**, Business Associate is also a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information; and

**WHEREAS**, Business Associate operates a federally assisted Part 2 Program that must comply with the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

**WHEREAS**, Business Associate is also a provider under {enter details of the program and funder info i.e. HUD HMIS}

**WHEREAS**, in providing such services and functions and receiving, creating, maintaining or transmitting PHI and other protected/confidential information, Business Associate is a Business Associate of Pacific County Health & Human Services as that term is defined in the HIPAA Privacy Rule at 45 CFR § 160.103 and 42 CFR Part 2, and is a Qualified Service Organization as that term is defined in Part 2 at 42 CFR § 2.11;

**WHEREAS**, the Parties desire to set forth the terms and conditions pursuant to which Protected Health Information, provided to Business Associate by Pacific County Health & Human Services ("Protected Health Information"), will be handled between themselves and third parties.

**WHEREAS**, Business Associate intends to protect the privacy and provide for the security of PHI and other protected/confidential information disclosed to and/or by PCHHS pursuant to this Agreement and the Underlying Services Agreement (if applicable) in compliance with applicable federal laws and regulations, including HIPAA and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated by the U.S. Department of Health and Human Services and found at 45 CFR Part 160 and Part 164 (the "HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted under Title XIII of the American Recovery and Reinvestment Act, Public Law 111-005 and the regulations promulgated thereunder (collectively referred to as the "HIPAA Rules" for the purposes of this Agreement); the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"); and applicable state laws and regulations;

**WHEREAS**, pursuant to the HIPAA Rules and Part 2, CCS must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and other protected/confidential information; and

**WHEREAS**, the PARTIES wish to enter into this Agreement to comply with the requirements of the HIPAA Rules and Part 2.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

### ARTICLE I DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by the HIPAA Rules and/or by Part 2 as in effect or as amended from time to time.
  - 1.1.1 "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.
  - 1.1.2 "Notice" shall mean the notice required by 45 CFR §§ 164.404, 164.406, and 164.408, as applicable.
  - 1.1.3 "Protected Health Information" or "PHI and other protected/confidential information" shall have the same meaning as "protected health information" at 45 CFR § 160.103 and shall include patient identifying information protected by Part 2.
  - 1.1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and Part 164, Subpart E.
  - 1.1.5 "Secretary" shall mean the Secretary of the Department of Health and Human Services or their designee.

- 1.1.6 "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304, limited to incidents that involve or affect PCHHS information systems that contain PCHHS' electronic PHI and other protected/confidential information.
- 1.1.7 "Unsecured Protected Health Information" (or "Unsecured PHI") shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

## **ARTICLE II**

### **PERMITTED USES AND DISCLOSURES**

- 2.1 All PHI and other protected/confidential information that is created by or received from PCHHS and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by PCHHS or its operating units to PCHHS, or is created or received by PCHHS behalf, shall be subject to this Agreement.
- 2.2 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), PCHHS may use or disclose PHI and other protected/confidential information on behalf of, or to provide services to, PCHHS for the following specific purposes: statistical analysis, data management, report writing, and consultation services.
- 2.3 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), PCHHS may also use PHI and other protected/confidential information as follows:
- a. For the proper management and administration of PCHHS
  - b. To carry out the legal responsibilities of PCHHS
  - c. To provide data aggregation services relating to certain health care operations of PCHHS
- 2.4 PCHHS may not use or disclose PHI and other protected/confidential information if such use or disclosure would be a violation of the HIPAA Rules or the Agency Partner Agreement if done by PCHHS.
- 2.5 Vender shall request, use and disclose only the minimum amount of PHI and other protected/confidential information necessary to accomplish the purposes of the request, use or disclosure as permitted in this Agreement or the Underlying Services Agreement.
- 2.6 With regard to the privacy and security of the PHI and other protected/confidential information, the provisions of this Agreement shall prevail over any provisions in the Underlying Services Agreement (if applicable) or any other agreements between the PARTIES that may conflict or appear inconsistent with any provision in this Agreement. This Agreement supersedes any previous Business Associate Agreement or Qualified Service Organization Agreement signed by the PARTIES. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA, Part 2, and the Agency Partner Agreement with the Washington State Homeless Management Information System (HMIS).
- 2.7 PCHHS agrees it will not use or further disclose PHI and other protected/confidential information other than as permitted or required by this Agreement or as required by law. PCHHS may not use or disclose PHI and other protected/confidential information if such use or disclosure would be a violation of other applicable law
- 2.8 PCHHS acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any PHI and other protected/confidential information received from PCHHS identifying or otherwise relating to the patients of PCHHS, it is fully bound by the provisions of Part 2.