

CASCADE PACIFIC ACTION ALLIANCE

AGREEMENT FOR AGENCY SERVICES

X New Agreement Agreement No.: 20230101 <input type="checkbox"/> Amendment/Modification No:	CPAA 1217 4 th Ave E., Suite 200 Olympia, WA 98506 (360) 539-7576
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LOCAL FORUM PARTNER SIGNATORY INFORMATION		
Name Pacific County Health and Human Services Advisory Board – Health Sub Committee	Address 1216 W. Robert Bush Drive, PO Box 26, South Bend, WA 98586	Phone number(s) 360.642.9300 ext. 2648
Federal ID# 91-6001356	Contact person and title Katie Lindstrom, Director	Contact's phone number (if different than above) Same
Contact's e-mail address Koien@co.pacific.wa.us	Contact's fax number	

CASCADE PACIFIC ACTION ALLIANCE ACH, LLC INFORMATION		
Agreement title Local Forum	Address 1217 4 th Avenue East Suite 200 Olympia, WA 98506	
Agreement signer and title JP Anderson, CEO	Contact phone number 360-539-7576 ext.	Contact e-mail address andersonj@crhn.org
Agreement manager Nicole Bahruth	Agreement manager phone number 360-539-7576 ext. 110	Agreement manager e-mail address bahruthn@crhn.org
Agreement funding source: CPAA ACH	Funding source Agreement # (if applicable): N/A	

Pacific County Health and Human Services Advisory Board and CPAA agree with the content of this Agreement as follows:

DURATION OF AGREEMENT

The term of this Agreement will begin **January 1, 2023** and expire on **December 31, 2023**. Subsequent Agreements will be reviewed by both parties and entered into as needed and desired by both parties.

AGREEMENT REPRESENTATIVES

Each party to this Agreement must have an Agreement representative. The purpose of the Agreement representative is to manage the work outlined in this Agreement. Each party may change their representative upon providing written notice to the other party. The parties' representatives are as follows:

LOCAL FORUM PARTNER

Agreement representative name Gracie Minks	Title	Telephone number 360.875.9300	E-mail address gmanlow@co.pacific.wa.us
Mailing address 1216 W. Robert Bush Drive, PO Box 26, South Bend, WA 98586			

CPAA

Agreement representative name Nicole Bahruth	Title Community Impact and Partnerships Manager	Telephone number 360-539-7576 ext.110	E-mail address bahruthn@crhn.org
Mailing address 1217 4 th Ave East Suite 200, Olympia, WA 98506			

PURPOSE

CPAA wishes to work alongside **Pacific County Health and Human Services Advisory Board** to:

- Identify barriers to equitable health care in our region,
- Develop a strategic plan with measurable outcomes, and
- Support community-led planning efforts.

The term “Parties” refers to both CPAA and the Local Forum Partner.

SERVICES PROVIDED BY CPAA

CPAA will provide funding to the Local Forum Partner for the activities completed and reported as outlined in the **Statement of Work (Exhibit A)** and **Reporting (Exhibit B)**. To receive funding, the Local Forum Partner should submit a completed invoice to CPAA (**Exhibit C: Invoice Template**).

FUNDING CONDITIONS

CPAA will provide funding for a total of **\$50,000** to be paid in quarterly increments of **\$12,500** upon receiving the Local Forum Partner's reporting materials. Quarterly payments will follow the funding schedule below.

Quarter	Reporting due	Funding
1 (January – March)	April 30, 2023	\$12,500
2 (April – June)	July 31, 2023	\$12,500
3 (July – September)	October 31, 2023	\$12,500
4 (October – December)	January 31, 2024	\$12,500

EXHIBIT A: STATEMENT OF WORK

The Local Forum Partner and CPAA will provide services, staff, and any resources necessary to successfully complete the activities detailed in this Statement of Work (Exhibit A).

Partner activities

1. Participate in a March meeting with all Local Forum partners on Tuesday, March 7, 2023, 10:00 – 11:30 a.m., to kick-off 2023 work, define expectations, share feedback, and ask questions. Zoom link will be shared prior to the event.
2. Participate in quarterly convenings with all Local Forums to engage in dialogue and shared learning around health equity initiatives and MTP 2.0 planning across the region.
3. Attend four individual 90-minute meetings with CPAA to plan for, and provide updates on the following activities:
 - a. Share local perspective and information to help map community service providers, partnerships, and resources in your region
 - b. Identify barriers and challenges to health equity in your community.
 - c. Contribute to the development of a health equity grant Request for Proposal (RFP)
4. Participate in CPAA surveys to contribute input on process and quality improvement strategies.
5. Designate a representative from your Local Forum to attend all CPAA council meetings.

CPAA activities

CPAA is committed to investing in regional health equity work, supporting local capacity to lead that work, and creating a feedback loop with our Local Forum partners that is both integrated into, and helps inform, the direction of MTP 2.0.

1. Convene quarterly MTP 2.0 planning and development meetings.
2. Coordinate four 90-minute meetings with each Local Forum partner to plan for, and hear updates on, 2023 activities.
3. Coordinate 2024 annual Local Forum planning convening.
4. Provide feedback, clear expectations, definitions, and support to Local Forum partners.
5. Provide necessary materials, surveys, and available training opportunities to Local Forum partners.

EXHIBIT B: REPORTING TEMPLATE

Reporting guidelines

1. Participate in quarterly progress huddles with CPAA. The first huddle will be used to collaborate on completing reporting requirements and understanding reporting expectations.
2. Reporting materials include a completed quarterly report template, a completed invoice, and any applicable CPAA surveys.
3. Submit reporting materials to reporting@cpaa.org at the end of each quarter following the below reporting schedule.

Reporting schedule

QUARTER	DELIVERABLE	QUARTERLY REPORTS DUE
1 (January – March)	<ul style="list-style-type: none"> Attend progress huddle Complete collaborative quarterly report 	April 30
2 (April – June)	<ul style="list-style-type: none"> Attend progress huddle Complete community network survey Submit quarterly report 	July 31
3 (July – September)	<ul style="list-style-type: none"> Attend progress huddle Complete community network priorities survey Submit quarterly report 	October 31
4 (October – December)	<ul style="list-style-type: none"> Attend annual Local Forums planning event Submit quarterly report 	January 31, 2024

CHOICE REGIONAL HEALTH NETWORK

Cascade Pacific Action Alliance

LOCAL FORUM QUARTERLY REPORT

LOCAL FORUM NAME:

REPORTING QUARTER:

CONTACT NAME:

EMAIL:

1. Did you hold a Local Forum meeting this quarter? If yes, please include the date it was held.

2. Please share topics discussed, decisions made, gaps and/or challenges identified.

3. Did you complete a CPAA community survey? (This is only applicable for 2nd and 3rd quarter reporting. Please put N/A for other quarterly reporting.)

4. Please provide a list of your Local Forum meeting attendees.

EXHIBIT C: INVOICE TEMPLATE

**CHOICE REGIONAL
HEALTH NETWORK**
Cascadia Pacific Action Alliance

CONTRACT NO. _____
FUNDING SOURCE: _____
TOTAL CONTRACT BUDGET: _____
INVOICE NO. _____

SUBCONTRACTOR NAME AND ADDRESS		TAX ID:
Reporting Month and Year:		

Date	Description	Amount
TOTAL		0

CONTRACT EXPENDITURE AND REVENUE RECONCILIATION

(a) Total Subcontract Amount: _____
(b) Reimbursements Received to Date: _____
Total Reimbursement Requested This Month: 0
(c) Balance of Total Contract Amount: _____

For internal use only:

Approved by: _____
(Signature and date required to process payment to partner)

Date _____

1217 4th Avenue, Suite 200, Olympia, WA 98506
(360) 539-7576

EXHIBIT D STANDARD TERMS AND CONDITIONS

Partners are encouraged to review these areas carefully and to notify CPAA of any concerns or clarifications they may require before signing this Agreement.

DATA SHARING AND PRIVACY

Protected health information

The parties agree that in order to implement a project plan, they may need to exchange protected health information (PHI). PHI will be shared only in accordance with all federal and state laws, rules, regulations, and agency guidelines applicable to the privacy and security of health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), as modified or amended from time to time.

Sharing confidential information

The parties acknowledge that they may need to share confidential information other than PHI. "Confidential Information," regardless of the form or media in which it is disclosed, must be identified in writing or another manner as confidential, restricted, or proprietary.

RECORDS MAINTENANCE

The parties will each maintain books, records, documents, and other evidence which sufficiently reflect all direct and indirect costs expended by either party in the performance of the services described herein.

RECORD RETENTION AND AUDITING

Retention of Records

Both parties will retain all records, with the exception of confidential information, relating to their activities detailed in Exhibit A, and any amendments if applicable, for a minimum of six years following Agreement expiration.

Sufficiency of Records

The records will be sufficient to support confirmation that all data submitted by the Local Forum Partner to CPAA is accurate and complete.

Audit

All records relating to this Agreement and scope of work are subject to inspection, review, or audit by CPAA and other state and federal officials so authorized by law, rule, regulation, or agreement.

REQUIRED INSURANCE

Each party will, at its own cost and expense, have in effect insurance coverage of such amounts and types usually maintained by entities such as the parties, including but not limited to worker's compensation, commercial general liability insurance, including contractual liability.

HOLD HARMLESS AND INDEMNIFICATION

The Local Forum Partner will defend, indemnify, and hold CPAA, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the

performance of this Agreement, except for injuries and damages caused by the sole negligence of CPAA. It is further specifically and expressly understood that the indemnification provided herein constitutes the Local Forum Partner's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The provisions of this section will survive the expiration or termination of this Agreement.

ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The Local Forum Partner will perform the terms of the Agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. CPAA should be notified if the Local Forum Partner wishes to sub-contract out any portion of the Scope of Work contained in this Agreement.

OWNERSHIP OF MATERIALS/WORK PRODUCED

Materials produced in the performance of the work under this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by CPAA. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

REPRESENTATIONS AND WARRANTIES

The Local Forum Partner represents and warrants that they are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Local Forum Partner must immediately notify CPAA if, during the term of this Agreement, they become debarred.

The Local Forum Partner represents and warrants that they are in compliance with, and will at all times hereafter comply with, all federal licensing, accreditation, and registration requirements and standards necessary to complete the deliverables outlined in Exhibit A.

Each party represents and warrants that they have all necessary corporate power and authority to execute and deliver this Agreement, to complete the required transactions, and perform their obligations in accordance with the terms outlined.

NO WAIVER

It is understood and agreed by the parties that failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's rights, in any respect. No waiver or modification may be introduced as evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed by the parties. This Agreement contains all the terms and conditions agreed upon by the parties. The parties acknowledge that this Agreement is a public record under RCW 42.56.

signature page follows

LOCAL FORUM'S AUTHORIZED REPRESENTATIVE

DocuSigned by:

Katie Lindstrom

31CE1CA6094E473

Signature

Katie Lindstrom

Printed name

Director

Title

2/2/2023

Date

CPAA REPRESENTATIVE

DocuSigned by:

JP Anderson

DCCAF8E1B1CA410...

Signature

JP Anderson

Printed name

CEO

Title

2/21/2023

Date

Certificate Of Completion

Envelope Id: 96DC7BCD9B694509A96D54255AB6A6B9
 Subject: Complete with DocuSign: Pacific County Local Forum CPAA Contract_2023.docx
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 5
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Contract Management
 1217 4th Ave Suite 200
 Olympia, WA 98506
 contracts@crhn.org
 IP Address: 50.199.15.138

Record Tracking

Status: Original
 2/2/2023 1:52:09 PM


Holder: Contract Management
 contracts@crhn.org

Location: DocuSign

Signer Events

Katie Lindstrom
 Koien@co.pacific.wa.us
 Director
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 31CF1CA6094F473...

Signature Adoption: Pre-selected Style
 Using IP Address: 96.66.228.65

Timestamp

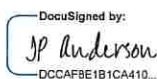
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 Viewed: 2/2/2023 2:05:43 PM
 Signed: 2/2/2023 2:06:05 PM

Electronic Record and Signature Disclosure:

Accepted: 2/7/2023 10:43:21 AM
 ID: cde4207b-941c-4f69-b9b0-933ff9b12cc1
 Company Name: CHOICE Regional Health Network

JP Anderson
 andersonj@crhn.org
 CEO

Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 DCCAF8E1B1CA410...

Signature Adoption: Pre-selected Style
 Using IP Address: 50.199.15.138

Sent: 2/2/2023 2:06:09 PM
 Resent: 2/6/2023 8:42:38 AM
 Resent: 2/15/2023 2:25:20 PM
 Resent: 2/21/2023 1:23:01 PM
 Viewed: 2/21/2023 1:29:27 PM
 Signed: 2/21/2023 1:29:38 PM

Electronic Record and Signature Disclosure:

Accepted: 2/21/2023 1:29:27 PM
 ID: efae8478-3450-43ca-a6e5-47e48b14d4a1
 Company Name: CHOICE Regional Health Network

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Nicole Bahruth
 bahruthn@crhn.org

Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/21/2023 1:29:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

Gracie Minks

gmanlow@co.pacific.wa.us

Security Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Status****COPIED****Timestamp**

Sent: 2/21/2023 1:29:42 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/2/2023 1:53:33 PM

Certified Delivered

Security Checked

2/21/2023 1:29:27 PM

Signing Complete

Security Checked

2/21/2023 1:29:38 PM

Completed

Security Checked

2/21/2023 1:29:42 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CHOICE Regional Health Network (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CHOICE Regional Health Network:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@crhn.org

To advise CHOICE Regional Health Network of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@crhn.org and in the body of such request you must state: your previous email address, your new email address. Please inform us if you are no longer with the organization for which we are wishing to partner.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CHOICE Regional Health Network

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@crhn.org and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with CHOICE Regional Health Network

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@crhn.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We will need written documentation via email, fax or scanned document explaining why they are withdrawing their consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CHOICE Regional Health Network as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CHOICE Regional Health Network during the course of your relationship with CHOICE Regional Health Network.