

**Contract #2020-21 Mentoring Contract BBBS**

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The Mentoring CONTRACT BETWEEN "Pacific County" AND "Big Brothers Big Sisters (BBBS) of Southwest Washington"**

THIS CONTRACT is made and entered into this October day of 13th, 2020, by and between **Pacific County**, hereinafter referred to as "County," and **Big Brothers Big Sisters (BBBS) of Southwest Washington**, hereinafter referred to as "Contractor." County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Agreement.

The purpose of this Contract is to provide the delivery of the school and/or community based Big Brothers Big Sisters Mentoring Program in the Ocean Beach and South Bend School Districts as outlined in **Exhibit A – Statement of Work**, thereby improving prosocial opportunities within the school and community..

Effective Date. The effective date of this Agreement is July 1, 2020.

Termination. This Agreement shall terminate on September 30, 2021. The COUNTY or the CONTRACTOR may terminate this Agreement at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT REPRESENTATIVES**

Each Party to this Agreement shall have a Contract representative. Each Party may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Jeff Engle	Katie Lindstrom
Big Brothers Big Sisters of Southwest Washington	Director, Pacific County Public Health & Human Services
2424 Heritage Court SW #302 Olympia, WA 98502 360-943-0409 jeff@swwabigs.org	1216 West Robert Bush Drive South Bend, WA 98586 360-642-9300 ex 2648 koien@co.pacific.wa.us
Contractor Tax ID #:	
Contract DUNs #:	

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Agreement to the Contractor.

**2. CONTRACT AWARD**

The award amount for this contract is outlined in exhibit B- Budget. County shall pay an amount not to exceed the amount shown in **Exhibit B-Budget** for the performance of all things necessary for or incidental to the performance of work as set forth in **Exhibit A- Statement of Work**.

**3. ELIGIBLE USE OF FUNDS & COMPLIANCE**

Funding awarded under this Contract may only be used for eligible activities and expenses described in **Exhibit A-Statement of Work** which is incorporated into this Agreement.

This Contract includes funds from the following direct and indirect local, state, and/or federal sources. All services provided under this Contract must be provided in full compliance with CFR42 and all applicable local, state, and federal program rules including:

- a. Substance Abuse Mental Health Systems Administration (SAMHSA) and the Comprehensive Addiction and Recovery Act (CARA) Community Based Coalition Enhancement of Grants to Address Local Drug Crises Grants (CARA Local Drug Crises Grants) [CFDA# 93.799] was established under Title I, Section 103, of the Comprehensive Addiction and Recovery Act (CARA) of 2016, P.L. 114-198, (21 USC § 1536). The purpose of this program is directed at current or former Drug-Free Communities Support Grant recipients to prevent and reduce the abuse of opioids or methamphetamines and the abuse of prescription medications among youth ages 12-18 in communities throughout the United States. CARA Local Drug Crises Grants are funded and directed by the Office of National Drug Control Policy (ONDCP) and partners with the Substance Abuse and Mental Health Services Administration (SAMHSA) for day-to-day management. The Contract between Pacific County and the above-listed entities is attached as **Exhibit C** and incorporated into the requirements of this Contract.
- b. SAMHSA, Center for Substance Abuse Prevention (CSAP), and Sober Truth on Preventing Underage Drinking Act (STOP Act) grants [CFDA# 93.234]. The goal of this program is to prevent and reduce alcohol use among youth and young adults ages 12- 20 in communities throughout the United States. The activities that are implemented in the project will aim to address community norms regarding alcohol use by youth, reduce opportunities for underage drinking by limiting youth access to alcohol, create changes in underage drinking enforcement efforts, address penalties for underage use, and/or reduce the prevalence of negative consequences associated with underage drinking (e.g., motor vehicle crashes, sexual assaults). In addition, applicants will build on strategic plans that were developed under a DFC grant. STOP Act grants are authorized under 42 U.S.C. 290bb-25b; Section 519B of the Public Health Service Act, as amended. This announcement addresses Healthy People 2020 Substance Abuse Topic Area HP 2020-SA. The Contract between Pacific County and the above-listed entities is attached as **Exhibit D** and incorporated into the requirements of this Contract.
- c. Division of Behavioral Health & Recovery (DBHR) and Washington State Health Care Authority, Initiative 502 (I-502) established a system, overseen by the Washington State Liquor Control Board (now the Liquor and Cannabis Board), to license, regulate, and tax the production, processing, and wholesale of marijuana. It created a dedicated marijuana account (DMA), consisting of excise taxes, license fees, penalties, and forfeitures and specifies the disbursement of this money for a variety of health, education, and research purposes with the remainder distributed to the state general fund.

Substance Abuse Block Grant (SABG) [CFDA# 93.959], State Opioid Response (SOR) [CFDA# 93.788] and Partnerships for Success (PFS) [CFDA# 93.243], are federal funding sources contracted through DBHR to increase direct prevention services within Community Prevention Wellness Initiatives (CPWI) communities across Washington State. The Contract between Pacific County and the above-listed entities is attached as **Exhibit E** and incorporated into the requirements of this Contract.

## **GENERAL TERMS AND CONDITIONS**

### **4. DEFINITIONS**

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

- A. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. "Subcontract" shall mean a separate contract 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 Contract.
- C. "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 Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

### **5. ALL WRITINGS CONTAINED HEREIN**

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

### **6. ACCESS TO DATA**

In compliance with RCW 39.26.180(2), the Contractor shall provide access to data generated under this agreement to the County, the Office of the State Auditor, and any other entity that County designates to receive data at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

### **7. APPROVAL**

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

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

If either Party files suit to enforce this Contract, Parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

- A. **Disputes.** Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Contractor shall be decided by the COUNTY's Contract 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 pursuant to **Choice of Law, Jurisdiction, and Venue**.

- B. Choice of Law, Jurisdiction, and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- C. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which many conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

## **9. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **10. 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.

## **11. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

## **12. AUDIT**

- A. General Requirements- The Contractor is to procure audit services based on the following guidelines:

- i. 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.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

- iii. 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.
  - iv. 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
- B. State Fund Requirements- Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:
- i. Contractor name
  - ii. State program name
  - iii. BARS account number
  - iv. County
  - v. County Contract number
  - vi. Contract award amount including amendments (total Contract award)
  - vii. Current year expenditures
- C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- D. The Contractor shall include the above audit requirements in any subcontracts.
- E. In all cases, the Contractor's financial records must be available for review by County.

### **13. BILLING PROCEDURES AND PAYMENT**

- A. Payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- B. Payment to the Contractor under this Contract shall be as set forth in **Exhibit B- Budget**. Where *Exhibit B* requires payments by Pacific County, payment shall be made on a cost reimbursement basis/Fee for Service basis, supported unless otherwise provided in this Contract, by documentation of expenses delineated by the funding source Contractor is seeking reimbursement from. Cost reimbursement shall be based on 100% percent of capacity of allowable expenses. Allowable expenses are outlined in **Exhibit A- Statement of Work**. Grant funds are not to be used to supplant other existing grant funding for similar work per RCW 82.14.450.
- C. The Contractor shall submit an invoice, on a format provided by the County based upon the approved Contract budget (**Exhibit B**). The County will pay Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County no later

than the fifteenth the month following the month services were provided and expense incurred. The invoice must include a signature and date from the Contractor with the following certification:

*I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just due and unpaid obligation against the County of Pacific, and that I am authorized to authenticate and certify to said claim.*

- D. The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.
- E. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.
- F. Duplication of Billed Costs- The Contractor shall not bill the County for services performed under the Contract, 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
- G. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors
- H. No supplanting- Moneys appropriated under this contact may be used to supplement, not supplant other local, state or federal funds.
- I. The total amount of reimbursement requested shall not exceed the total Contract award, as stated in ***Exhibit B-Budget***.
- J. Utilization of funding available to this program will be reviewed monthly. With prior approval from the County, the Contract allocation may be reduced and re-allocated where needed if expenditures are not sufficient to fully utilize available funding.
- K. Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award. 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.
- L. The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source. The Contractor shall not bill the County for services performed under the Contract, 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.
- M. 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 Contract as provided herein.
- N. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**14. BOARD OF DIRECTORS**

The Contractor shall provide the County with a current roster of its Board of Directors 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.

**15. CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93

**16. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

**17. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly. The Department of Health and Human Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco

products. This is consistent with the DHHS mission to protect and advance the physical and mental health of the American people.

#### **18. CONFLICTS OF INTEREST**

The County may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act that 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.

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 which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the event this contract is terminated for a conflict of interest, 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

#### **19. 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 Contract, in **Exhibit A- Statement of Work**.

#### **20. CONFIDENTIAL INFORMATION AND SECURITY REQUIREMENTS**

##### **A. Definitions**

- i. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - a. Passwords for external authentication must be a minimum of 10 characters long.
  - b. Passwords for internal authentication must be a minimum of 8 characters long.
  - c. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- ii. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- iii. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.



- iv. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- v. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
- vi. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- vii. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

**B. Confidential Information Transmitting**

- i. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- ii. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

**C. Protection of Confidential Information**

The Contractor agrees to store Confidential Information as described:

**i. Data at Rest:**

- a. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

**b. Data stored on Portable/Removable Media or Devices:**

- 1. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
- 2. HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
  - i. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
  - ii. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

- iii. Keeping devices in locked storage when not in use;
- iv. Using check-in/check-out procedures when devices are shared;
- v. Maintain an inventory of devices; and
- vi. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

ii. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **D. Confidential Information Segregation**

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- i. The HCA Confidential Information must be kept in one of the following ways:
  - a. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
  - b. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
  - c. in a database that will contain only HCA Data; or
  - d. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
  - e. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- ii. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

#### **E. Confidential Information Shared with Subcontractors**

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

#### **F. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- i. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4: Confidential Information Segregation, above. Destruction of

the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

## **21. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

### **A. "Confidential Information" as used in this section includes:**

- i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
- ii. All material produced by the Contractor that is designated as "confidential" by the County; and
- iii. 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 "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 Contract 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 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 Contract 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.

## **22. CONFORMANCE**

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

## **23. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every year for all employees, subcontractors, and/or volunteers. If the subcontractor becomes aware of a criminal issue related to an employee, subcontractor, and/or volunteer then the contractor must perform a new DSHS background check. A background clearance must be performed for anyone who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a criminal, sex, or violent offender history resulting in an offense that would disqualify the applicant from having unsupervised

access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance. All steps required by the DSHS Background Check must be performed for compliance with this provision. A copy of background clearances must be retained by the Contractor and available for review on demand.

**24. 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.

**25. 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:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Contractor Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

**26. PROHIBITION ON DUPLICATE PAYMENTS**

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

**27. ELIGIBILITY**

Eligibility for the programs is restricted to individuals with criminal justice involvement. Funding from this Contract should only be utilized as a last resort when no other means of transportation is available or the individual cannot cover the cost of treatment services due to being ineligible for Medicaid, underinsured, or uninsured. Contractor is required to meet all of the requirements listed in Exhibit A- Statement of Work, including creating policies related to eligibility for services and a sliding fee scale.

**28. EVALUATION, REPORTING, AND MONITORING**

The Contractor shall cooperate with, and freely participate in, any reporting, monitoring or evaluation activities conducted by the County or its funders that are pertinent to the intent of this Contract. 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 Contract. 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 Contract. Such rights extend for six years from the date final payment is made hereunder.

## **29. FAIR HEARING**

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

## **30. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

## **31. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract 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 by reason hereof, nor will the Contractor 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. The Contractor acknowledges that the entire compensation for this Contract is specified in **Exhibit B-Budget** and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

## **32. INDEMNIFICATION/HOLD HARMLESS**

**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 Contract; 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 Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- A. Participation 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 CONTRACTOR's indemnity obligations under the Contract.
- B. Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

### **33. INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, 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 01, 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 Contract, 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 Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- 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).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees, and volunteers.

- D. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract 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. Automobile Liability Insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under

this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

### **34. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

- a. Washington State Health Care Authority (HCA), Division of Behavioral Health & Recovery (DBHR) (Dedicated Marijuana Fund 315 State and Initiative 502 (I-502)).
- b. Substance Mental Health Systems Administration (SAMHSA), Section 520J of the Public Health Service Act (42 U.S.C. 290bb-41) as amended.
- c. Affirmative action, RCW 41.06.020 (11).
- d. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- e. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- f. Discrimination-human rights commission, Chapter 49.60 RCW.
- g. Ethics in public service, Chapter 42.52 RCW.
- h. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- i. Public records act, Chapter 42.56 RCW.
- j. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- k. Federal Hatch Act, 5 USC 1501-1508
- l. American Disabilities Act, 42 U.S.C. ch. 126 § 12101 et seq.
- m. Washington Law Against Discrimination, RCW Chapter 49.60.

### **35. 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 Contract.

### **36. 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 Contract.

### **37. MODIFICATIONS**

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

### **38. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further

Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **39. OWNERSHIP**

Any and all 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 ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which 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.

### **40. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract 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.

### **41. PROGRAM REPORTING**

Contractor shall comply with all program reporting requirements as directed by the county including, but not limited to monthly reporting in the MINERVA system.

### **42. PROHIBITIONS**

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

### **43. 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 its performance of this contract. 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.

#### **44. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount 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 County. In the alternative, County may recapture such funds from payments due under this Contract.

#### **45. RECORDS MAINTENANCE**

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

#### **46. REPORT ABUSE AND NEGLECT**

The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County representative if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

#### **47. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may terminate the

Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**48. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

**49. SUBCONTRACTING**

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

**50. SURVIVAL**

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

**51. TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (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 Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods 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.

**52. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract 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.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform

duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

“Termination for Cause” shall be deemed a “Termination for Convenience” when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor’s actions or negligence.

If the Contract 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 Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

### **53. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days’ written notice, the calculation of such period beginning on the third 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.

### **54. TERMINATION PROCEDURES**

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

- A.** Stop work under the Contract 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 Contract;
- 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, Contract deliverables and/or County property in the Contractor’s possession as directed by the County.

Upon termination of the Contract, 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.

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

### **55. 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 Contract. 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 contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract 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 contract. In the event of loss, destruction or damage to any property purchased under this contract, 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 contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

**56. UNALLOWABLE USE OF FEDERAL FUNDS**

This contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For more information on 45 CFR part 75 requirements, see <https://cfo.gov/cofar/>. Funds cannot be used to supplant current funding of existing activities. Supplanting is to replace funding of a recipients' existing program with funds from a federal grant or funding source.

This contract is subject to the following additional regulations and requirements:

- A. 28 CFR Part 69- "Restrictions on Lobbying"
- B. 2 CFR Part 25- "Universal Identifier and System of Award Management"
- C. 2 CFR Part 200.501 – "Audit Requirements"
- D. 45 CFR 75.501 – "Audit Requirements"
- E. Conflict of Interest and Mandatory Disclosure Requirements
- F. Non-profit Certifications

**57. WAIVER**

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

This Contract, consisting of \_\_\_ pages, including **Exhibits A, B, C, D, 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 Contract.

**58. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures delivered by email in PDF format or facsimile shall be effective.

CONTRACTOR  
BIG BROTHERS BIG SISTERS OF SW WASHINGTON

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Authorized Representative

Frank Wolfe, Chair

(Title)

**Lisa Olsen, Commissioner**

(Address)

Mike Runyon, Commissioner

(Address)

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey \_\_\_\_\_ Date \_\_\_\_\_  
Clerk of the Board

Pacific County Prosecutor's Office WSBA#

## Exhibit List

### Exhibit A- Statement of Work

### Exhibit B- Budget

Exhibit C- STOP Act Contract

Exhibit D- CARA Contract

Exhibit E- DBHR Contract