

CONTRACT # 2013-A-14

**PROFESSIONAL SERVICES CONTRACT
BETWEEN CLARK COUNTY AND**

WASHINGTON STATE UNIVERSITY
Office of Grant and Research Development
Neill Hall 423
Pullman, WA 99164-3140

THIS CONTRACT is made and entered into between Clark County Department of Community Services, hereinafter referred to as the County, and Washington State University Vancouver, hereinafter referred to as the Contractor. The Contract shall have a period of performance of **October 1, 2012 through September 30, 2013, and a contract end date of November 1, 2013** to allow for reconciliation of services and payment adjustments for services provided.

WITNESSETH

WHEREAS, the County desires to enter into a professional services contract for evaluation services; and

WHEREAS, the County has budgetarily provided for these services through Assertive Adolescent Family Treatment (AAFT) Grant funds, federal funds, and fund number 1954, in the amount of \$30,000; and, Staff Report #234-12.

WHEREAS, the County will contract with the Contractor to provide these services, as described in the Statement of Work and Attachment A (a QSO/BA Agreement) of this Contract;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned or referenced as part of this Contract, to be made and performed by the parties hereto, the parties agree as follows:

I. APPLICABILITY OF LAW

All Contracts are and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all Contracts shall be governed by the laws of the State of Washington, both as to interpretation and performance.

II. ASSIGNMENT AND SUBCONTRACTING

A. The Contractor shall not assign or subcontract for any work required in the Contract without prior written consent of the County, unless specified in the Contract or the proposal accepted by the County.

- B. Any subcontract shall be in writing.
- C. In any event, the County reserves the right to inspect and approve any subcontract document for work described and funded by the Contract, and the Contractor agrees to provide a copy of that subcontract to the County no later than twenty (20) days prior to the execution of such subcontract.

III. CONFLICT OF INTEREST

The Contractor assures that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract, and assures that it will not employ any person having such interest.

IV. CUSTOMER CONFIDENTIALITY

The use or disclosure by any party of any information concerning a customer who is a person receiving services under this Contract for any purpose not directly connected with the administration of the Contractor's or the County's responsibilities, with respect to services provided under this Contract, is prohibited except by written consent of the customer or his or her legal representative.

V. CORRECTIVE ACTION

The Contractor is required to meet all of the terms and conditions of this Contract, and to make reasonable best efforts to complete the Statement of Work. Should a Contract violation or a performance deficiency be identified by the County, the Contractor will receive a written notice for Corrective Action unless the County determines termination is appropriate under Article XXIII. The Contractor must submit a Corrective Action Plan with thirty (30) days from the written notice by the County. In the case of a material breach, however, the County may require an immediate Corrective Action Plan and its implementation, in lieu of termination.

The County will approve or disapprove the Contractor's Corrective Action Plan, in writing, within fourteen (14) days of receipt of the Plan. If approved, the Contractor will be required to implement the Plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within thirty (30) days, or the County deems the plan unsatisfactory, the County will take the necessary action. Such action may include, but is not limited to, reduction in Contractor payment or termination in whole or in part of the Contract. All Corrective Action correspondence shall be delivered by certified mail, return receipt requested.

VI. DEBARMENT AND SUSPENSION

The Contractor certifies that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in Federal assistance programs under Executive Order 12549. For services provided under this Contract, the Contractor shall also certify that it does not contract with any entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or any transactions within a Federal department or agency. The Contractor shall certify compliance with this provision upon Contract signature.

VII. DOCUMENTS INCORPORATED BY REFERENCE

SAMHSA Grants Management Standard Terms and Conditions.
EXHIBIT A – Qualified Service Organization / Business Associate Agreement (QSO/BAA).

VIII. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

IX. FEDERAL FUNDING REQUIREMENTS

Any federal funds received under this Contract will have a Catalog of Federal Domestic Assistance (CFDA) number identified in the Contract. Contractors that receive federal funds shall comply with all grantor requirements including but not limited to those detailed or incorporated into the Contract and detailed in the CFDA. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA and the relevant Code of Federal Regulations and other documents referenced in either the CFDA or in the Contract that provides guidance to compliance with federal requirements regarding these funds. The CFDA number for this contract is #93.243.

X. GENERAL AGREEMENTS

A. Both the County and the Contractor agree:

1. The Contractor is not an employee of Clark County and is not eligible for any employee benefits. The Contractor is responsible for all taxes applicable to this Contract. No third-party beneficiary is intended.
2. The Contractor is not an agent of Clark County and does not have authority to bind Clark County.
3. Work products developed as a result of this Contract will be owned by the County. The Contractor retains non-exclusive rights to the data associated with this Contract to be used for the purpose of normal research extension and teaching activities. Such work products may include but are not limited to reports, maps, charts, materials, software systems and other products created as a result of work performed under this Contract.
4. Communication and Contacts. The County and Contractor contacts are listed below:

<u>County</u> Program: DeDe Sieler Fiscal: John Jokela	<u>Contractor</u> Dan Nordquist Director, Authorized Int. Official Office of Grant and Research Development
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B. The Contractor agrees:

1. To undertake the Contract in a timely manner, and to perform the tasks assigned by the County in accordance with the provisions of the Statement of Work.
2. To utilize the number of this Contract on all correspondence, communications, reports, vouchers and other such data concerning this Contract or delivered hereunder.
3. That it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed.

XI. INDEMNIFICATION See Exhibit A

~~The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents~~



~~in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.~~

XII. INSURANCE

The Contractor is self-insured and shall provide the County a certificate of insurance documenting sufficient coverage for their employees' performance retained under this Contract.

XIII. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other applicable standards or criteria as specified in the Contract. The loss of any required accreditation license or other certificate shall be promptly reported to the Department of Community Services. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing the service.

XIV. LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure compliance with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency.

XV. MODIFICATION

Either party may request changes in this Contract; however, no changes to this Contract shall be valid or binding upon either party unless such change is in writing, and executed by both parties.

XVI. MONITORING COOPERATION

The Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this Contract

and/or service performed under this Contract so that the County can comply with OMB circulars and state and federal grant requirements for monitoring. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Contract. The Contractor will correct areas of deficiency identified by the County.

XVII. PAYMENT

- A. The County shall make payment to the Contractor in the amount not to exceed \$30,000 to provide Assertive Adolescent Family Treatment (AAFT) Grant Project evaluation services. Payment shall be paid at the rates specified in the Statement of Work.
- B. The County shall process payments to the Contractor not more than fifteen (15) days from the receipt of a complete and accurate invoice for services and related documentation. Costs that exceed the total budget authority will not be reimbursed without a formal contract modification.
- C. The payment request shall consist of a standard Contractor signed and numbered invoice (with original signature, no fax copies) detailing the Contractor's name, address, contract number, statement of work number, month of service and payment amount requested.
- D. The Contractor shall complete a contract close-out process within thirty (30) days of the end of the Contract period.
- E. The Contractor shall not request reimbursement for costs under this Contract, if the Contractor has also requested payment for the same costs from another funding source.

XVIII. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

Subject to its other provisions, no services will be provided under this Contract after September 30, 2013. The County will, in this instance, pay for services provided prior to the signing of the contract, but not, in any case, prior to October 1, 2012. The Contract will remain in force through November 1, 2013, to allow for reconciliation of services and payment adjustments for services provided. The Contract may be modified or terminated sooner as provided in the termination language in the Clark County Basic Interagency Agreement. The County reserves the right to offer a new contract upon satisfactory Contractor performance. The Contractor shall provide to the County ninety (90) days written notice of intent to terminate or to not renew this Contract.

XIX. PROCUREMENT

This contract is with a sole source provider as documented in Staff Report 234-12.

XX. PROTECTION OF INDIVIDUAL RIGHTS

Clark County is an equal opportunity employer. As such, the Contractor agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in the provision of employment or services, including but not limited to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1975.

XXI. SEVERABILITY

It is understood and agreed by both parties hereto that if any part, term, or provision of the Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. Provided, that if deletion of the invalid provision substantially alters the intent, purpose or effect of the Contract or constitutes a failure of consideration, a contract may be rescinded or terminated by either party. Provided, that nothing herein contained shall be construed as giving any precedence to provisions of this Contract or any subcontract over any provision of the law.

XXII. STATEMENT OF WORK

The Contractor shall provide services as described herein in accordance with the Statement of Work attached and subsequent amendments as approved by the County and the Contractor.

XXIII. TERMINATION

If either party hereto fails to comply with the terms and conditions of this Contract or subsequent contracts, the other party may pursue such remedies as are legally available including, but not limited to, the termination of the Contract in the manner specified herein.

- A. Termination by County for Cause. The County may terminate this Contract for a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with the Contractor to remedy such breach following the Corrective Action process included in this Contract, unless the County concludes that the nature of the breach is such that immediate termination is clearly

necessary to protect the public interest. Termination and corrective action correspondence shall be delivered by certified mail, return receipt requested.

- B. Termination of Contractor for Cause. The Contractor may terminate this Contract for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.
- C. Termination on Other Grounds. This Contract may also be terminated by mutual written agreement of the parties upon thirty (30) days written notice of termination.
- D. County may terminate this Contract upon immediate notice to Contractor in the event that funding for the project ceases or is reduced in amount. The Contractor shall be reimbursed for services expended up to the date of termination.
- E. Termination for Convenience. This Agreement may be terminated, for any reason, with or without cause, by either party upon ninety (90) days prior written notice to the other party. Such notice and other correspondence related to this Agreement shall be sent to the contacts and addresses listed on cover page of this Contract.

XXIV. WAIVER OF DEFAULT

If the County waives any breach of this Contract by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Contract by the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract with the Statement of Work and Budget Summary, to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:



Bill Barron, County Administrator

1/15/13

Date

FOR THE CONTRACTOR:



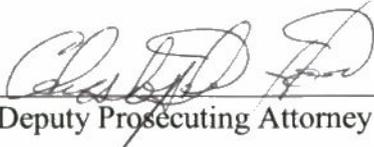
Signature

Title

1/10/13

Date

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney

Dan Nordquist
Director, Authorized Int. Official
Office of Grant and
Research Development

**STATEMENT OF WORK
 CONTRACT #2013-A-14
 WASHINGTON STATE UNIVERSITY VANCOUVER
 ASSERTIVE ADOLESCENT FAMILY TREATMENT (AAFT)
 PROJECT EVALUATION
 October 1, 2012 – September 30, 2013**

SERVICE CATEGORY	PAYMENT TYPE	REVENUE SOURCE	YEAR III BUDGET
Assertive Adolescent Family Treatment Project Evaluation	Fee-for-Service	SAMSHA AAFT Grant, Clark County Alcohol and Drug Program (Fund 1954) CFDA #93.243	\$30,000

I. SERVICES

Assertive Adolescent Family Treatment (AAFT) Project Evaluation will be provided through a Contract for the Contractor to conduct three (3) evaluation components including: Process, Outcome, and Cost Evaluations.

II. REPORTING

1. Data Analysis, Reporting, and Evaluation Components

The Contractor will prepare the following types of reports to summarize AAFT Project findings.

A. Quarterly evaluation updates presented to Clark County Department of Community Service (DCS), treatment, and Clark County Juvenile Recovery Court (JRC) staff - an analysis of client characteristics, including race/ethnicity, age, substance of choice, use patterns/history, family characteristics, social supports mental and physical health, criminal history, etc., as available from the GPRA and TARGET data.

B. Annual Evaluation Reports - including summaries of the process evaluation (analysis details below) and updates on any changes in process or practice.

The information from these reports will be presented to DCS, JRC, and treatment staff and will be discussed in terms of AAFT Project progress. Urgent or time-sensitive findings, recommendations, or feedback will be provided to the AAFT Project staff as needed outside of the reporting schedule and upon the request of DCS, JRC, or treatment staff. The Contractor's Principal Investigator shall also submit monthly summaries to DCS staff tracking the hours and the work performed for the AAFT Project evaluation.

2. Utilizing Findings for Project Management and Continuous Quality Improvement

Both formal and informal opportunities to communicate ongoing evaluation findings will be developed with DCS, JRC, and treatment staff. On-going communication methods will include face-to-face team meetings, reports, and phone and email communications.

Communication with Project staff, including data on disparate outcomes involving racial/ethnic minority groups: As GPRA data becomes available, the Contractor will prepare quarterly updates on the demographic characteristics of AAFT Project clients and, when follow-up data are available, semi-annual reports that detail outcomes for clients broken down by race/ethnicity, age, and other relevant client characteristics. The Contractor will meet with AAFT Project staff to present and discuss these findings and to promote use of results in ongoing AAFT Project improvements.

3. Process Evaluation

The process evaluation will address the following questions: How closely did implementation match the plan? What types of changes (if any) were made to the originally proposed plan? What led to changes in the original plan? What effect did the changes have on the planned intervention and performance assessment? Who provided (Treatment Services, Court Services, AAFT Project staff) what services (modality, type, intensity, duration), to whom (client demographic and other characteristics) in what context (system, community), and at what cost (facilities, personnel, dollars)? Documenting these processes is crucial to AAFT Project monitoring and improvement efforts. The Contractor will engage in the following data collection activities as part of the process evaluation:

- A. A survey will be administered to Treatment Services, Court Services, and AAFT Project staff.
- B. Conduct bi-annual interviews with AAFT Project staff and AAFT Project partners providing services to AAFT Project clients.
- C. Review all relevant Treatment Services, Court Services, and AAFT Project documents.
- D. Conduct site visits and observations of AAFT Project activities by evaluation staff.

4. Outcome Evaluation

Given that it is not feasible to randomly assign clients to the AAFT Project, the outcome evaluation will not involve a traditional experimental design. Instead, the evaluation will adopt a quasi-experimental research design by using TARGET and LORYX demographic, substance use history, and criminal history to identify similarly situated juveniles who are not enrolled in the AAFT Project and create a matched control group.

The evaluation will also involve a comparison of youth who: (1) Did not enroll in JRC but still received A-CRA/ACC; and (2) Enrolled in JRC but did not receive A-CRA/ACC.

Bivariate outcome analyses will focus on differences in the treatment and comparison group with respect to substance use (both self-reported and urinalysis results), arrests and warrants, school status (and, where relevant, employment status), family and living conditions, and social connectedness. Analysis of these outcomes will also use multiple ordinary least squares regression (in the case of interval-level dependent variables) and logistic regression (in the case of dichotomous dependent variables) statistically controlling for relevant demographic, substance use history, and criminal history variables.

5. Cost/Benefit Analysis

The Contractor will apply the methods of Transactional and Institutional Cost Analysis (developed by NPC Research) approach to the program and outcome impact findings to perform a cost analysis of the AAFT Project and its outcomes. The analysis will involve interviews with key informants, analysis of budgets, comprehensive financial reports, agency pay and classification information, JRC cost analysis, and review of other pertinent documents and data. An assessment of the savings to taxpayers from avoided negative outcomes such as school failure, placement in foster care, unemployment, criminal recidivism, and other costs related to the law and justice system will be assessed. A cost analysis will be prepared as a section of the full evaluation report.

6. Timeline, Work Plan and Deliverables

<u>Description of Work Plan</u>	<u>Timeline to accomplish Work Plan</u>
Ongoing Consultation on GPRA Data Collection and Data Collected for the Full Evaluation	October, 2012 – September, 2013
Collection of Process Data (Interviews with Project Staff, etc.)	Quarterly – January, 2013 – September, 2013 (Submit with Final Billing)
Yearly Process Report	October, 2013 (include with Final Billing)
Data Collection for Outcome Evaluation	Ongoing; October, 2012 – September, 2013
Outcome Data Analysis	Ongoing, October, 2012 – September, 2013
Cost Data Collection	Quarterly - January, 2013 – September, 2013 (Submit with Final Billing)
Final Outcome and Cost Evaluation Report	Quarterly Progress Update

7. Billing and Payment

Payment associated with this Contract shall not exceed \$30,000. The Contractor will invoice the County monthly. Monthly invoices shall include an attached summary of the Contractor's employees' service hours associated with the performance of this Statement of Work and will track the Contractor's staff members' work associated with the (hourly) rates below:

<u>Contractor Staff</u>	<u>October 1, 2012 – September 30, 2013</u>
Principal Investigator, Dr. Clayton Mosher	\$120.00 per hour
Research Associate (graduate student)	\$ 60.00 per hour

EXHIBIT A

**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT
(QSO/BAA)**

between

**Clark County
Department of Community Services**

and

Washington State University

This Qualified Service Organization/Business Associate Agreement is between Clark County, by and through its Department of Community Services, hereinafter referred to as the "Covered Entity" and, Washington State University, herein after referred to as the "Business Associate," and together referred to as the "Parties."

Recitals

A. Business Associate provides certain contract evaluation services to Covered Entity (the "Services") which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the "HIPAA Privacy Regulations") and the security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.3 **Electronic Protected Health Information or EPHI.** "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. "Individually Identifiable Health Information" shall have the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.

1.9 Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is required by law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information ("De-Identified Information") is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach:

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent

possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect upon the final signature of the Business Associate and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16

and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Modification. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such a modification, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices and other correspondence permitted or required by this Agreement shall be addressed and sent to the parties and addresses listed below.

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement shall take effect upon the final signature of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

Contract # 2013-A-14

EXHIBIT A

Indemnification

The County and the Contractor hereto agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law.

