

PROFESSIONAL SERVICES CONTRACT #2016-A-14

between

CLARK COUNTY

and

WASHINGTON STATE UNIVERSITY

Office of Grant and Research Development

Neill Hall Room 423

Pullman, WA 99164-3140

THIS PROFESSIONAL SERVICES CONTRACT is entered into between Clark County Department of Community Services (hereinafter referred to as the County), and Washington State University (hereinafter referred to as the Contractor).

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

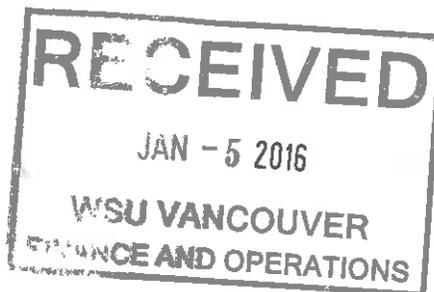
WHEREAS, the County has budgeted for these services through the Substance Abuse and Mental Health Services Administration (SAMHSA) Juvenile Drug Court Enhancement Grant (CFDA 93.243) in the amount of \$30,000;

WHEREAS, the County will contract with the Contractor to provide these services, as described in the accompanying Statement of Work;

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:

1. CONTRACT PERIOD

- 1.1. The contract period is September 30, 2015 through September 29, 2016. Services must be provided and billable costs incurred within the contract period.
- 1.2. The Contractor shall have an additional 30 days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.



2. ASSIGNMENT AND SUBCONTRACTING

- 2.1. The Contractor shall not assign or subcontract for any work required in the Contract without the prior written consent of the County.
- 2.2. Any subcontracting shall be in writing.
- 2.3. 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 thirty (30) days prior to the execution of such subcontract.

3. CONFLICT OF INTEREST

The Contractor certifies that it has had 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. This Contract further certifies that in the performance of this agreement, no person having such interest shall be employed by the Contractor.

4. 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 Correction Action unless the County determines termination is appropriate. The Contractor must submit a Corrective Action Plan within fourteen (14) 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 fourteen (14) days, or the County deems the plan unsatisfactory, the County may reduce Contractor payment or terminate this contract in whole or in part.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

- 5.1. This certification is required by the regulations set forth in 2 C.F.R. §180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in 2

C.F.R. §180.

- 5.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by 2 C.F.R. §180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
 - 5.3.1. Checking the federal Excluded Parties List System (EPLS) at sam.gov;
 - 5.3.2. Collecting a certification from the person or party; or
 - 5.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in 2 C.F.R. §180.
- 5.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 5.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee’s personnel file.
- 5.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark

County for review upon request.

6. DOCUMENTS INCORPORATED BY REFERENCE

This award is pursuant to the authority of Section 509 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions. Each of the documents listed below are incorporated by reference into this Contract and are fully set forth herein, including any amendments, modifications, any successors or supplements thereto:

- 6.1. SAMHSA Juvenile Drug Court Enhancement Grant 5H79TI025478-2 (FAIN TI025478) Notice of Award;
- 6.2. SAMHSA Grants Standard Terms and Conditions;
- 6.3. 45 CFR Part 74 or 45 CFR Part 92 as applicable;
- 6.4. EXHIBIT A – Qualified Service Organization / Business Associate Agreement (QSO/BAA);
- 6.5. RFA for Clark County Juvenile Recovery Court Enhancement Grant.

7. DRUG-FREE WORKPLACE POLICY

The Contractor shall have a “Drug-Free Workplace” Policy that describes the steps taken to deter the use of drugs, including alcohol, in the workplace and that addresses the Drug-Free Workplace Act of 1988. The policy should include any provisions for education, scope of prohibited substances, testing, employee assistance, discipline, and employee responsibilities.

8. DUPLICATION OF PAYMENT

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged against any other Contract, Statement(s) of Work, or other source.

9. EMPLOYMENT VERIFICATION PROGRAM

- 9.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work

under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.

- 9.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
- 9.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
- 9.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

10. 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.

11. 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.

12. FISCAL AUDIT

- 12.1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the

contract.

- 12.2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.
- 12.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 12.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 12.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 12.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 12.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
- 12.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
 - 12.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

- 12.5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

13. INDEPENDENT CONTRACTOR

Both the County and the Contractor agree that the Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

- 13.1. 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.
- 13.2. The Contractor is not an agent of Clark County and does not have authority to bind Clark County.
- 13.3. 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 the work performed under this Contract.

14. GOVERNING LAW

This Contract 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 this contract shall be governed by laws of the State of Washington, both as to interpretation and performance. Venue shall be Clark County, Washington.

15. INDEMNIFICATION

To the extent allowed by law, 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.

16. INSURANCE

- 16.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.
- 16.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".
- 16.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).

16.4. All insurers used must have an A.M. Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, Department of Community Services, Attn.: Contracts Unit, P.O. Box 5000, Vancouver, WA 98666-5000.

16.5. If the Contractor is self-insured, a certificate of insurance documenting sufficient coverage may be submitted.

17. 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.

18. 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.

19. 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.

20. 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.

21. NOTICES

Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to County: Clark County
 Department of Community Services
 P.O. Box 5000
 Vancouver, WA 98666

Program: DeDe Sieler
Fiscal: John Jokela

If to Contractor: Peggy Bowe
 Washington State University
 14204 NE Salmon Creek Ave
 Vancouver WA 98686-9600
 360-546-9486
 margaret_bowe@vancouver.wsu.edu

22. PAYMENT

- 22.1. The County shall make payment to the Contractor in the amount not to exceed \$30,000 for professional services. Payment for professional services shall be paid at the rate specified in the Statement of Work.
- 22.2. The County shall process payment 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.
- 22.3. The payment request shall consist of a 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.
- 22.4. The Contractor shall complete a contract close-out process within thirty (30) days of the end of the Contract period.
- 22.5. 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.

22.6. The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this Contract or delivered hereunder.

23. 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.

24. RETENTION OF RECORDS

Required records will be retained for at least a period of seven years from the date of the submission of the final performance report in which the activity is covered, except as follows:

24.1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.

24.2. Any record with a longer retention schedule for purposes of public records disclosure required by the Revised Code of Washington (RCW).

25. SEVERABILITY

It is understood and agreed by the 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 precedence to provisions of this Contract or any subcontract over any provision of the law.

26. TERMINATION

26.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both Appropriated and otherwise legally available for this Contract. The absence of Appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not Appropriated or available.

The County shall provide the Contractor with written notice of the failure of the County to make or receive an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or of the reduction of any Appropriation to an amount insufficient to permit the County to pay its remaining obligations under the Contract.

26.2. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon ten (10) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

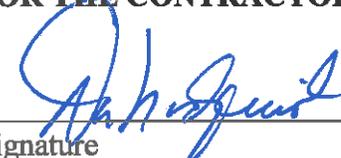
FOR CLARK COUNTY:



Mark McCauley, Acting County Manager

1/22/16
Date

FOR THE CONTRACTOR:

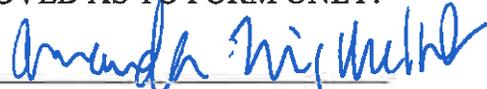


Signature

1/16/16
Date

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

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney

STATEMENT OF WORK
 WASHINGTON STATE UNIVERSITY
 JUVENILE RECOVERY COURT ENHANCEMENT GRANT
 PROJECT EVALUATOR
 CONTRACT #2016-A-14

SERVICE CATEGORY	PAYMENT TYPE	REVENUE SOURCE	YEAR 2 BUDGET
Juvenile Recovery Court Enhancement Project Evaluation	Fee-for-Service	SAMHSA Grant CFDA #93.243	\$30,000

1. Juvenile Drug Court Enhancement Grant Evaluation Project - Standards and Guidelines

The Juvenile Drug Court Enhancement Grant requires a local performance assessment/evaluation as outlined in the original SAMHSA grant announcement requirements. This evaluation is necessary to periodically review the performance data submitted to SAMHSA as well as use the data on a local level to assess progress and to make improvements when indicated. The evaluation project is intended to cover a three year period which is the approved project period for this SAMHSA grant.

[In Year 1 (2014-15), a process evaluation was completed.]

In Year 2 (2015-16) the Juvenile Drug Court Enhancement Grant requires an outcome evaluation to determine whether the program has improved client outcomes. Information on the performance measures (number of clients served, reduction in/abstinence from substance use, employment, housing stability, criminal justice involvement, social connectedness, and involvement in risk behaviors) will be collected using the CSAT GPRA Client Outcomes Measures for Discretionary Programs GPRA tool. These data will be collected via client interviews at intake, six months post intake, and at discharge. The data will be analyzed by gender and race/ethnicity in both bivariate and multivariate regression models in order to determine whether there are differences in client outcomes. The evaluator will inform program staff about any such differences so that potential adjustments can be made.

In addition to the GPRA data, the Global Assessment of Individual Needs (GAIN) and the Positive Achievement Change Tool (PACT) will be administered to participants within the program. The data will be analyzed for inclusion in the outcome evaluation.

The final outcome evaluation report will answer the following questions:

1. What was the effect of the intervention(s) on key outcome goals?
2. What program/contextual factors were associated with the outcomes?
3. What individual factors were associated with outcomes?
4. How durable were the effects?
5. Was the intervention effective in maintaining the project outcomes at 6-month follow-up?

[In Year 3 (2016-17) of the grant, a cost-benefit evaluation will be completed.]

The cost-benefit evaluation calculates the cost of the program and also the cost of the outcomes, resulting in a cost-benefit ratio. The main purposes of cost analysis for this evaluation are to determine the cost of the program and its enhancements and to determine if the costs due to criminal justice, treatment, and other outcomes are lower due to JRC participation. The cost benefit analysis will involve interviews with key informants, analysis of budgets, comprehensive annual financial reports, agency pay and classification information, and review of other pertinent documents. An assessment of the savings to taxpayers from avoided negative outcomes such as foster care use and criminal recidivism will be assessed. A cost analysis will be prepared as a section of the full evaluation report. The cost data will be collected in the final year of the evaluation in order to have current cost figures at the time of the final report.

The combined process, outcome and cost-benefit evaluation will provide a comprehensive view of the full impact of the JRC and its enhancements on individuals, agencies and multiple systems.

2. Reporting

2.1. Data Analysis, Reporting, and Evaluation Components:

The Contractor will prepare the following types of written reports to summarize Program findings:

- 2.1.1. Quarterly evaluation updates presented to Clark County Department of Community Services (DCS) staff and the JRC Team. These reports will include a baseline analysis of client characteristics, including race, ethnicity, age, substance of choice, use patterns, family, social supports, mental and physical health, criminal justice status, etc.
- 2.1.2. Annual Evaluation Reports – including summaries of the process evaluation, outcome evaluation, or cost-benefit evaluation (analysis details are found below) and updates on any changes in process or practice. Annual Reports will describe changes among participating clients over the grant period completed to date, as well as the more process-oriented changes to program staffing, services or service delivery plans.

- 2.1.3. Urgent or time-sensitive findings, recommendations, or feedback will be provided to DCS and JRC staff as-needed outside of the reporting schedule.
- 2.1.4. A Final Report is required at the end of the Contract date for Year 3 of this Grant. The Final Report at the end of Year 3 shall consist of Contractor's analysis of the GPRA and supplemental data, as well as Contractor's process, outcome and cost analysis. A Final Evaluation Report describing changes among participating clients over the entire grant period will be provided at the end of the period.

2.2 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 staff, and the Contractor. On-going communication venues include face-to-face team meetings, reports, and phone and email communications. A draft summary of the findings of key stakeholder interviews will be presented to DCS and JRC staff prior to finalization to ensure timely and responsible communication, both within the Project and with SAMHSA staff as well.

Both process and outcome evaluation components will feed into the performance assessment which is built upon cumulative, on-going data collection and analysis and documented in the Annual Report.

3. Payment

This is a fee-for-service Contract not to exceed \$30,000. The Contractor will invoice the County monthly. Monthly invoices shall only include the Contractor's staff hourly fees and include a summary of the Contractor service hours associated with the performance of this Statement of Work.

Contractor Staff	Rate	Not To Exceed
Dr. Clayton Mosher, WSUV	Contracted rate	\$30,000

No payment will be made by the County should the Contractor not provide the reports or other deliverables described in this Statement of Work.

EXHIBIT A

Business Associate Agreement and Qualified Service Organization Agreement Between Washington State University Vancouver and Clark County Department of Community Services

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA), (the "Agreement"), is entered into between Clark County Department of Community Services (the "Covered Entity") and Washington State University Vancouver (the "Business Associate").

Recitals

A. Business Associate provides evaluation services for 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 on the Effective Date (as defined below), 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 Amendment. 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 an amendment, 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 permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County Department of Community Services
ATTN: Contract Section
PO Box 5000
Vancouver, WA 98666-5000

If to Business Associate: Washington State University Vancouver
ATTN: Dr. Clayton Mosher
14204 NE Salmon Creek Avenue
Vancouver, WA 98686

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 will become effective on the start date of Professional Services Contract.

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