CLARK COUNTY
STAFF REPORT

DEPARTMENT: Community Services

DATE: 09/14/16

REQUESTED ACTION: That the County Manager approve a new contract with Parents Empowered and Communities Enhanced.

____ Consent ____ Hearing __X__ County Manager

BACKGROUND

This contract will provide funding in the amount of $133,202 to Parents Empowered and Communities Enhanced for operating the Clark County Parent Coalition. The Parent Coalition provides people with disabilities and their families with a system of information, education, and training. That system includes linking them to natural supports, providing assistance in accessing the system, crisis response, educating and training for community impact, developing leadership, and providing a conduit for current and accurate information as well as networking opportunities.

☐ This is a new program

☒ This is a continuation of an existing program

COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	$133,202 (Local funds dedicated to a special purpose)
Grant Fund Dollar Amount	N/A
Account	Fund 1953 (Developmental Disabilities)
Company Name	Parents Empowered and Communities Enhanced (Contract 2017-DD-33)

DISTRIBUTION:
Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

For questions regarding this proposed action, please contact Mary Strehlow at 360-397-2130.

09/14/16

Lynn Mueller, Senior Management Analyst

Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR#_____

APPROVED:_____
Mark McCauley, County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT – NONE

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total	$0	$0	$0	$0	$0	$0

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total	$0	$0	$0	$0	$0	$0	$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	$0	$0	$0	$0	$0	$0

CONTRACT #2017-DD-33

between

CLARK COUNTY
P.O. Box 5000, Vancouver, WA 98666

and

PARENTS EMPOWERED AND COMMUNITIES ENHANCED
P.O. Box 820681, Vancouver, WA 98682

Program:	**Parent Coalition**
Contract Period:	October 1, 2016 – June 30, 2017
Total Contract Amount:	$133,202
Funding Source:	Developmental Disabilities – Fund 1953
DUNS Number:	080370664

Contractor Contact	County Program Contact	County Fiscal Contact
Darla Helt 360-907-3287 darlah@ccparentcoalition.org	Mary Strehlow 360-397-2075 ext 7825 mary.strehlow@clark.wa.gov	Ryan Treglown 360-397-2075 ext 7815 ryan.treglown@clark.wa.gov

Clark County, the "County," and Parents Empowered and Communities Enhanced, the "Contractor," agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

FOR CLARK COUNTY:

_____
Mark McCauley, County Manager

_____
Date

FOR PARENTS EMPOWERED AND COMMUNITIES ENHANCED:

Darla Helt
Darla Helt, Program Manager

9-12-16
Date

APPROVAL AS TO FORM ONLY:

Amanda Migchelbrink
Deputy Prosecuting Attorney

BUDGET SUMMARY
CONTRACT #2017-DD-33
PARENTS EMPOWERED AND COMMUNITIES ENHANCED

SERVICE CATEGORY	PAYMENT	REVENUE SOURCE	BARS	BUDGET
Parent Coalition	Cost Reimbursement	DDA/DD Property Taxes	568.31 568.41 568.111 568.92 568.40	$118,202
Start Up Costs				$15,000
TOTAL CONTRACT AMOUNT				**$133,202**

STATEMENT OF WORK
CONTRACT #2017-DD-33
PARENTS EMPOWERED AND COMMUNITIES ENHANCED

SERVICE CATEGORY	PAYMENT	REVENUE SOURCE	BARS	BUDGET
Parent Coalition	Cost Reimbursement	DDA/DD Property Taxes	568.31 568.41 568.111 568.92 568.40	$118,202
Start Up Costs				$15,000
STATEMENT OF WORK TOTAL				**$133,202**

1. PURPOSE

The function of the Parent Coalition is to provide people with disabilities and their families with a system of information, education, and training. That system includes linking them to natural supports, providing assistance in accessing the system, crisis response, educating and training for community impact, developing leadership, providing a conduit for current and accurate information as well as networking opportunities. Neither the Contractor nor its staff is to represent the County in fulfilling this function.

2. OBJECTIVES

The Contractor shall:

2.1. Provide accurate, up to date information about resources available to people with developmental disabilities and their families.

2.2. Identify needed resources for families in our community where none currently exist.

2.3. Develop understanding and respect of people with developmental disabilities in our local community through presentations and training.

2.4. Ensure parent input is included in policy level decisions that affect people with disabilities and their families.

2.5 Increase awareness of families and encourage them to become involved at a level that is comfortable for them.

2.6. Encourage and develop parent participation and leadership.

2.7. Utilize the power and expertise of families in our community.

3. PROGRAM STAFFING

Staffing will consist of at least 1.75 FTE and an office assistant. The Coordinator shall be, at a minimum, a parent or family member who has been the primary caregiver of an individual with developmental disabilities, a resident of Clark County, able to travel to Olympia, and knowledgeable regarding the challenges, services and resources in Clark County for individuals with developmental disabilities and their families.

4. PROGRAM REQUIREMENTS

The Contractor shall:

4.1. Respond to families requesting assistance within two (2) business days and begin to assist them accessing the service systems needed and available to them.

4.2. Gather information from all areas, including state and county government, service providers and advocacy/planning organizations necessary to provide informed advocacy on governmental and community issues affecting individuals with developmental disabilities and their families.

4.3. Provide the means and structure to facilitate linking families with their natural support system and promote inclusion in the community.

4.4. Develop a base of parents and other interested individuals to advocate for the needs of people with developmental disabilities in Clark County and develop leadership within the community. Sponsor and facilitate regular participation in state-wide Advocacy Day, local legislative advocacy, and the Community Advocacy Coalition.

4.5. Provide monthly informational updates to coalition members through a variety of channels that may include e-mail, website postings, and/or newsletters. .

4.6. Maintain a membership database for use in mailings and other information dissemination. Sponsor and organize community meetings and forums for the purpose of educating, sharing and discussing issues of mutual concern, as the need arises or as directed by the County Program Manager. It is expected that there will be at least two (2) such meetings during this contract period.

4.7. Develop a schedule for regular meetings with the County Program Manager by Parent Coalition Staff.

4.8. Participate with the Washington Initiative for Supported Employment in the family training series, and participate in other informational trainings for individuals with developmental disabilities and their families, in collaboration with the County.

4.9. Provide a minimum of two presentations to the community regarding services, advocacy and potential resources.

5. REPORTING

The Contractor shall submit a monthly program report that describes the Contractor's progress in meeting program requirements.

6. PAYMENT

6.1. Payment for services provided under this Contract shall be made on a cost reimbursement basis in accordance with the operating budget attached hereto as Exhibit D and the Payment Provisions of Section 29.

6.1.1. Each invoice must be accompanied by a ledger detail of expenses.

6.1.2. An administrative fee of up to 10% of direct costs is allowable. Total costs shall not exceed the approved budget.

6.1.3. A cost allocation plan must be submitted to and approved by the County on an annual basis if the Contractor is sharing any direct costs charged to this Contract.

6.2. Payment for the Start-Up Costs attached hereto as Exhibit C shall be made on a block grant basis in the amount of $15,000.

6.2.1. Funds shall be available to the Contractor immediately following contract execution.

6.2.2. The Contractor shall provide the County with receipts for all start-up expenses no later than November 30, 2016.

6.2.3. The Contractor shall return any unspent funds to the County no later than November 30, 2016.

SPECIAL TERMS AND CONDITIONS
DEVELOPMENTAL DISABILITIES PROGRAM
AUGUST 2017

1. ACCESS, MONITORING AND INSPECTIONS

1.1. The Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.

1.2. The County shall have the right of access to and the right to examine or transcribe any records, books, financial statements, papers and documents relating to a Contract with the County. The records and documents with respect to all matters shall be subject at all times to inspection, review or audit by the County, federal or state officials during the performance of a Contract with the County and during the period of document retention.

2. ANTI-LOBBYING

By signing this Contract the Contractor certifies that, to the best of its knowledge and belief:

2.1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

2.3. If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2.4 No funds from the State of Washington may be used for working for or against ballot measures, or for or against the candidacy of any person for public office.

3. APPLICABILITY OF LAW

3.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington, both as to interpretation and performance.

3.2. Venue shall be Clark County, Washington.

4. APPLICABLE REGULATIONS

The Contractor shall comply with the Revised Code of Washington (RCW), Washington Administrative Code (WAC), and all applicable federal, state, and local laws and regulations.

5. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING

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

5.2. Any subcontract shall be in writing.

5.3. The County shall have the right to inspect and approve any subcontract document, and the Contractor agrees to provide a copy of that subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.

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

6.1. This certification is required by the regulations set forth in Title 2 C.F.R. Part 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 Title 2 C.F.R. Part 180.

6.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (this section is required, without modification, by County granting agencies).

LOWER TIER COVERED TRANSACTIONS

a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

6.3. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall 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:

6.3.1. Checking the Federal Excluded Parties List System at sam.gov; or

6.3.2. Collecting a certification from the person or party; or

6.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

7. CLAIMS OR DAMAGES

The County, the Washington State Department of Commerce, the Washington State Department of Social and Health Services, the State of Washington, and federal granting agencies are not liable for claims or damages arising from the Contractor's performance of this Contract.

8. CLOSE-OUT

Following completion of a contract or in the event that a contract is terminated in whole or in part for any reason, other than the normal completion of this Contract, the following provisions shall apply:

8.1. Upon receipt of a Contractor invoice, the County shall process payment to the Contractor for allowable costs or earned payments that are due prior to the date of termination.

8.2. The Contractor shall submit within thirty (30) days after the date of expiration of a contract all financial, performance and other reports required by each contract, and in addition, shall cooperate in a program audit by the County or its designee.

9. CONTRACT NUMBER

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.

10. CONTRACT PERIOD

10.1. Subject to its other provisions, the contract period is shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the contract period.

10.2. 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.

11. COPYRIGHT

11.1. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

11.2 In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns all rights, title, and interest in all Materials to the County including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.

11.3 "Materials" means all items in any format and includes, but is not limited to, data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.

11.4 For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the County, a nonexclusive, royalty-free, irrevocable license, with rights to sublease to others, in such Materials. The County may translate, reproduce, distribute, prepare derivative works, publicly perform, and publically display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to The County.

12. CORRECTIVE ACTION

12.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, all terms and conditions in this Contract, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, terminate this Contract or provide the Contractor with a written notice requiring immediate corrective action.

12.2. If the County provides the Contractor with a written notice of corrective action, The Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.

12.3. The County will approve or disapprove the Contractor's corrective action plan, in writing. If approved, the Contractor shall 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 terminate this Contract in whole or in part.

12.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

13. COUNTERPARTS

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

14. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to

solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability or in its discretion, to deduct from this Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or seek such other remedies as are legally available.

15. CUSTOMER CONFIDENTIALITY

15.1. The Contractor shall maintain each customer's personal information in accordance with state and federal regulations regarding confidentiality. This includes ensuring that all information on supported customers is maintained in a secure and confidential manner, that files and other records shall not be left in areas of unrestricted access but kept in secure areas and in locked cabinets when not in use and not secured by staff presence. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information for any purpose that is not directly connected with the performance of the services contemplated hereunder, except: As provided by law; or, In the case of Personal Information, as provided by law or with the prior written consent of the person or legal representative of the person who is the subject of the Personal Information. The Contractor shall protect and maintain all Confidential Information against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by: Allowing access only to staff that has an authorized business requirement to view the Confidential Information. The Contractor shall have a policy and procedure for meeting this obligation.

15.2. The Contractor shall have internal policies and procedures related to the privacy and the security of Protected Health Information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state and federal privacy regulations.

15.3. By signing this Contract, the Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.

15.4. If requested by the County, the Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced above.

16. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are incorporated by reference into this Contract and are fully set forth herein, including any amendments, modifications, successors or supplements

thereto:

16.1. The DSHS and County Agreement on General Terms and Conditions

16.2. The 2015-2016 County Program Agreement with DSHS for DDA County Services (Contract No. 1563-45170), and all subsequent agreements and amendments

16.3. DSHS DDA Policies, as applicable; available at: https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual

4.11 – County Services for Working Age Adults
5.02 – Necessary Supplemental Accommodation (NSA)
5.05 – Limited English Proficiency (LEP)
5.06 – Client Rights
5.13 – Protection from Abuse: Mandatory Reporting
5.14 – Positive Behavior Support
5.15 – Use of Restrictive Procedures
5.16 – Use of Psychoactive Medications
5.17 – Physical Intervention Techniques

6.08 – Mandatory Reporting Requirements for Employment and Day Program Services Providers
6.13 – Employment/Day Program Provider Qualifications
9.03 – Employee Protections from Blood borne Pathogens (05/01/2009)
9.07 – Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS)
12.01 – Incident Reporting and Management
15.02 – Community Protection Services
15.03 – Community Protection Standards for Employment/Day Programs

16.4. Clark County Developmental Disabilities Program Policies and Procedures, as applicable

16.5. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act

16.6. The Budgeting and Accounting Reporting System (BARS)

16.7. DSHS/Disability Rights of Washington Access Agreement available at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy13.04.pdf

16.8. The Clark County Basic Interagency Agreement

16.9. DDA Criteria for Evaluation

16.10. WAC 388-850, WAC 388-845, WAC 388-828

16.11. DDA Community Access Billable Activities, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20Community%20Access%20Billable%20Activities.pdf

16.12. DDA Employment Activities -- Strategies and Progress /Outcome Measures, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf

16.13. DDA Employment Phases and Billable Activities, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf

16.14. County Guidelines, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf

17. 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.

18. 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 including private pay, insurance, Division of Vocational Rehabilitation (DVR), and Social Security work incentives. The Contractor shall document the amount and type of other funding in customer case files.

19. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification 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. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

20. EMPLOYMENT VERIFICATION PROGRAM

20.1. 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.

20.2. 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.

20.3. 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.

20.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: http://www.uscis.gov/e-verify.

21. FISCAL REQUIREMENTS

21.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.

21.2. The Contractor shall adhere to 2 C.F.R. Part 200 for cost principles and federal award requirements.

21.3. If the Contractor (1) expends $750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Title 2 C.F.R §200.508.

21.4. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

21.5. If the Contractor expends $750,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings. Failure to fulfill this requirement may

result in corrective action, including withholding payment until the financial information or audit is received.

21.5.1. Non-Profit Contractors and Public Entities - The audit report must meet Title 2 C.F.R §200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R §200 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. Title 2 C.F.R §200 audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

21.5.2. 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.

21.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

21.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

21.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.

21.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.

22. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and include timelines for filing a grievance or a complaint. A complaint procedure shall be developed in compliance with federal law regarding discrimination. Such procedures should include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The County shall be notified when a grievance requires formal arbitration. Upon request by the County, County shall review and approve the Contractor's grievance and complaint procedures.

23. INDEMNIFICATION

23.1. 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 Agreement.

23.2. 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. 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.

24. INSURANCE

24.1. COMMERCIAL GENERAL LIABILITY

The Contractor shall provide the County with proof of $1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. In no event shall the deductible exceed $25,000. 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. The Contractor agrees that its policy is primary and also waives its right of subrogation.

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".

24.2. AUTOMOBILITY LIABILITY

If vehicles are to be used in the performance of work under this Contract, the

Contractor shall provide the County with proof of $1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. If vehicles are not used, the Contractor shall provide the County with a written declaration, on company letterhead, that no vehicles will be used in the performance of the Contract.

24.3. FIDELITY INSURANCE

If the Contractor receives $10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be either $100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

24.4. PROFESSIONAL LIABILITY

If the Contractor provides professional services under this Contract, the Contractor shall obtain and maintain a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of $1,000,000 per occurrence, with a $3,000,000 aggregate, with a maximum deductible of $25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the contract or completion of the project. Moreover, the Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain professional liability/errors and omissions insurance.

24.5. ADDITIONAL INSURANCE REQUIREMENTS

All insurers 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 its premises. In addition, 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 Clark County. Clark County shall be the named insured. The address for all certificates shall be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.

25. INTERPRETATION OF CONTRACT

This agreement contains the Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

25.1. The order of precedence is as follows:

25.1.1. Federal laws and regulations

25.1.2. State laws and regulations

25.1.3. Statement of Work

25.1.4. Terms and Conditions

25.2. Where a term of these Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

26. 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. The Contractor shall ensure all their employees review DDA Policy 5.05 and customers receive accommodations in compliance with LEP policies.

27. NON-APPROPRIATION

In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

28. PAYMENT PROVISIONS

Payment shall be made on a fee-for-service, cost-reimbursement, or block grant basis as specified in the Statement(s) of Work and in accordance with the provisions set forth below. Payments shall not exceed the total amount established for this Contract.

28.1. The Contractor shall submit an invoice in accordance with each Statement of Work on or before the 15th of the month following the month the service was provided (e.g. February service is billed by March 15th). Payment to the Contractor will be processed within twenty (20) days of the receipt of a complete and accurate invoice. Invoices are to be submitted with any required written reports and must include the following items:

(a.) The month/year for which payment is requested;

(b.) An invoice number;

(c.) The Contract number and the Statement of Work number;

(d.) The name and address of the Contractor;

(e.) A payment request form;

28.2. For Statements of Work to be paid on a cost reimbursement basis, the Contractor shall provide a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail or equivalent.

(a.) For direct costs, detail will include:

i. Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;

ii. Other direct costs: Include vendor/payee names, dates of service, purpose and amount.

(b.) For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:

i. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or

ii. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

28.4. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties.

29. PROCUREMENT

The procurement method for this Contract was an RFQ which resulted in the Parent Coalition project being awarded to Tangible Systems, Inc. Subsequent to the initial contract award to Tangible Systems, Inc., the Parent Coalition project evolved into a new agency know as "Parents Empowered and Communities Enhanced," a stand-alone 501(c)3 organization. With the full support of Tangible Systems, Inc. as well as the County, Parents Empowered and Communities Enhanced is now ready to spin off from Tangible Systems, Inc. and begin contracting directly with the County.

30. PROTECTION OF INDIVIDUAL RIGHTS

30.1. Clark County is an equal opportunity employer.

30.2 During the performance of this Contract, Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

31. RECORDS RETENTION

The Contractor shall:

31.1. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of six (6) years from the termination of the Contract. Upon termination of the contract the County reserves the right to request that all records shall be returned to the County.

31.2. Retain records for non-expendable property for a period of six (6) years after final disposition of the property.

31.3. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

31.4. Make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.

32. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers or representatives are not employees, agents or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or otherwise during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

33. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of an agreement 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 agreement did not contain the particular provision held to be invalid. If deletion of the invalid provision substantially alters the intent, purpose or effect of the agreement or constitutes a failure of consideration, a contract may be rescinded or terminated by either party. Nothing herein contained shall be construed as giving

precedence to provisions of this agreement, Contract, any Statement of Work or any subcontract over any provision of the law.

34. SUBCONTRACTING

Contractor shall not subcontract for services associated with this Contract without the prior written approval of the County.

35. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: Records Retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

36. TERMINATION

36.1. 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.

36.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.

36.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

36.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar days 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.

36.3. Disposition of Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

36.4. Any notice required to be given pursuant to the terms of this section shall be in

writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

37. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of any Contract or this document unless stated to be such in writing signed by an authorized representative of the County.

38. WORK PRODUCTS

Work products developed as a result of this Contract will be owned by the County. 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.

Business Associate Agreement and Qualified Service Organization Agreement

between

Clark County Department of Community Services

and

Parents Empowered and Communities Enhanced

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA), (the "Agreement"), is entered into between **Clark County**, by and through its Department of Community Services (the "Covered Entity"), and **Parents Empowered and Communities Enhanced** (the "Business Associate").

Recitals

A. Business Associate provides professional facilitation and coordination services for the Clark County Developmental Disabilities program. The provision of these services may, at certain times, 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 the 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 in writing 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.

3.12 Performance of Covered Entity's Obligations. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligation.

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 is 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 consumer 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 consumer 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, re-disclosure 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 consumer 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
P.O. Box 5000
Vancouver, WA 98666

If to Business Associate:
Parents Empowered and Communities Enhanced
Attn.: Darla Helt
P.O. Box 820681
Vancouver, WA 98682

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.

EXHIBIT A

CONTRACTOR TRAVEL REIMBURSEMENT POLICY

1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

   1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile as per the *Clark County Travelers Reference Guide.*[1]

   Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

   1.2. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested whenever possible. An itemized receipt is required with each reimbursement request.

   1.3. Meals are reimbursed on a per diem rate as established by Clark County. Receipts are not required.

MEAL	2016 MAXIMUM REIMBURSEMENT RATES	
	LOW RATE	HIGH RATE
Breakfast	$13	$18
Lunch	$19	$23
Dinner	$30	$32
Total	**$62**	**$73**

[1] For current annual rate, see https://www.clark.wa.gov/community-services/contract-information

   1.4. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are business related phone calls, registration fees, and fax transmissions. Itemized receipts are required.

2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

3. Travel and expense reimbursements must be submitted in accordance with Section 1 with supporting documentation for all days of travel and include receipts for expenses that are to be reimbursed at actual cost.

EXHIBIT B

DATA SECURITY REQUIREMENTS

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

   a. **Hard disk drives**. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

      For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in

Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Physically secure the portable device(s) and/or media by:

(e) Keeping them in locked storage when not in use

(f) Using check-in/check-out procedures when they are shared, and

(g) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes.**

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non- DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

DATA STORED ON:	SHALL BE DESTROYED BY:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the data cannot be reconstructed or physically destroying the disk
Paper documents with sensitive or confidential information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

EXHIBIT C

START-UP BUDGET

Parents Empowered And Communities Enhanced (PEACE)

Helping families & professionals to create a clear path for individuals with I/DD to become full participating members of their communities.

Start-Up Budget

Rent (Deposits Plus 1st/Last)	**3,000.00**
Office Operating Expenses*	**2,000.00**
Equipment	**4,580.00**
(Copier, fax, printer)	
2 Laptops	**1,920.00**
Moving expenses	**3,500.00**
Total	**15,000.00**

***includes initial office supplies, prof. fees, IT set up fees**

Parents Empowered and Communities Enhanced
PO Box 820681 – Vancouver, WA 98682 Office (360)-907-3287 Fax (360)-759-4921

EXHIBIT D

OPERATING BUDGET

Clark County Parent Coaltion

Salaries and Wages Wages for 2 full time and 2 part-time staff at approximately 60% and 15% Based on previous six months	$	79,500.00
Payroll taxes estimated at 11.25%	$	8,943.75
Employee Health Insurance Currently all staff have opted out.		
Office Rent/Phone/Copies Estimated at current level of $700 per month. CCPC rents space from the Arc of SW Washington	$	6,300.00
Travel/Mileage Local and statewide travel to attend meetings, training, conferences, and other events such as advocacy days. Includes car rental, hotels, meals and other related expenses. Based on 2015/16 - current level.	$	6,000.00
Office Expense Office Supplies, communication including internet, mailings, newsletter Based on 2015/16 previous contract year.	$	2,512.50
Education and Training -- Staff Professional Development Registration fees for seminars, classes and conferences based on 2015/16	$	1,650.00
Leadership and Advocacy training expense Training materials, speakers, venues and related costs for parent and family leadership and advocacy training. Based on prior year/current level	$	2,550.00
Professional Fees Interpreter and other consultant services	$	750.00
Sub-Total	$	107,456.25
Indirect - 10% administrative rate Includes accounting, program oversight, other administrative costs and program overhead.	$	10,745.63
Total	$	118,202

Note: All expenses are estimated at the 2015/16 contract year level with the exception of:
Wages -- based on the previous six month/current level, resulting in an increase of approximately $6400 in wages and $1590 in payroll tax expense
Professional Fees -- Reduced by $1,800. Excludes payment for SWPC contractor. Other expenses now included in Indirect or Training.

10% Indirect has been added and the 11% Contract Administration has been eliminated.