



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Bonnie Obremski, COVID-19 Communications Specialist

DATE: June 12, 2023

SUBJECT: Agenda item – Professional Services Agreement with Olympic Area Agency on Aging
05/1/2023 - 04/30/2024; \$49,799

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) is requesting Board approval of a contract with Olympic Area Agency on Aging (O3A) to receive grant funding in the amount of \$49,799 to continue and bolster an ongoing Community Navigator project. The Community Navigator project involves partnering with the Family Resource Navigators at the Jefferson County Branch of the YMCA in order to better deliver COVID-19 and flu vaccination messaging to the underserved families they are in frequent contact with. This grant will allow us to continue to pay Community Navigators for their partnership with us, as outlined in our existing contract with the YMCA. The O3A funds will also allow us to contract with a consultant who will help assess and analyze the Community Navigator project so we may make improvements and better position JCPH for future funding.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

The Community Navigator program will build and strengthen the public's trust in public health, thereby increasing use of public health services, including COVID-19 and flu vaccinations. Working relationships with Community Navigators will lead to a deepening understanding of marginalized communities in Jefferson County for all JCPH staff. That knowledge will inform public health strategies and help combat the spread of mis and disinformation, especially as it pertains to vaccinations.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This agreement is to receive a grant from O3A to continue and bolster JCPH's Community Navigator Project.

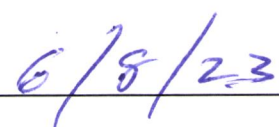
RECOMMENDATION:

JCPH management requests approval of Professional Services Agreement with Olympic Area Agency on Aging
05/1/2023 - 04/30/2024; \$49,799

REVIEWED BY:



Mark McCauley, County Administrator



Date

2023-2024 COMMUNITY NAVIGATOR CONTRACT COVER PAGE

 Olympic Area Agency on Aging 2200 West Sims Way, Unit 100 Port Townsend, WA 98368 360-379-5064 ♦ 360-379-5074 (fax)	Contractor: Jefferson County Public Health 615 Sheridan Street Port Townsend, WA 98368 360-379-4478										
Project(s) or Service(s): Public Health Community Navigator Program Performance Period: May 1, 2023 – April 30, 2024 Service Area: Jefferson County	Contract No. 999-10-196-2023-24 Fed. Employer Identification No.: 91-6001322 Unique Entity ID (SAM): FNXXKANAVBP15 State UBI No.: 161-001-169										
Contractor Contact Person for this Contract: Bonnie Obremski, Web & Digital Communications Specialist <u>bobremski@co.jefferson.wa.us</u> 360-379-4478											
Maximum Award: \$49,799.00 Contract Dependent upon Funding: The final award under this contract is dependent upon O3A's funding award from the Washington State Department of Health. Funding Source: Washington State Department of Health (2021), Contract No. CB026651-0											
Contract Agreement: This Contract is entered into by and between the Olympic Area Agency on Aging , referred to herein as "O3A", and Jefferson County Public Health , referred to herein as "Contractor". It is understood and agreed that the Contractor shall undertake and complete or cause to be undertaken and completed the Project(s) or Service(s) described in this document and attachments referenced below. This agreement becomes a binding contract when the authorized official of O3A and the authorized official of the Contractor have each signed and dated this Cover Page. This contract consists of this Cover Page and the documents incorporated by reference as indicated below: <table border="0"> <tr> <td>☒ General Terms and Conditions, Attachment A</td> <td>☒ Notice of Award, Attachment F</td> </tr> <tr> <td>☒ Special Terms and Conditions, Attachment B</td> <td>☒ Invoice Template, Attachment G</td> </tr> <tr> <td>☒ Statement of Work, Attachment C</td> <td>☒ Contractor Response to O3A RFP 2022-2024, Attachment H</td> </tr> <tr> <td>☒ Data Share Compliance, Attachment D</td> <td>☒ Management Bulletins as issued by ALTSA/O3A</td> </tr> <tr> <td>☒ Insurance Requirements, Attachment E</td> <td>☐ Other</td> </tr> </table>		☒ General Terms and Conditions, Attachment A	☒ Notice of Award, Attachment F	☒ Special Terms and Conditions, Attachment B	☒ Invoice Template, Attachment G	☒ Statement of Work, Attachment C	☒ Contractor Response to O3A RFP 2022-2024, Attachment H	☒ Data Share Compliance, Attachment D	☒ Management Bulletins as issued by ALTSA/O3A	☒ Insurance Requirements, Attachment E	☐ Other
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Resolution of inconsistency: In the event of any inconsistency in this Contract, the inconsistency shall be resolved by appropriate reference to the following in order of precedence: (1) applicable rules and regulations of state and federal law; (2) Specific Terms and Conditions; (3) Statement(s) of Work; (4) General Terms and Conditions; (5) other attachments and documents, incorporated by reference. Signatures Required: The Contractor and the Olympic Area Agency on Aging hereby acknowledge and agree to the terms of this Contract. Signatures for both parties are required below. Debarment: By signing, the Contractor certifies that Contractor is not debarred, suspended, or otherwise excluded from participating in federally or state funded programs.											
Signature for Olympic Area Agency on Aging: Laura Cepoi, Executive Director _____, 2023	Signature for the Contractor: Greg Brotherton, Chair, Jefferson County Board of County Commissioners _____, 2023										

Approved as to form only:

Olympic Area Agency on Aging

Attachment A - General Terms and Conditions

1. **Access to Data.** In compliance with chapter 39.26 RCW, the Contractor shall provide access to data generated under this contract to DOH, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models. The Contractor agrees to make personal information covered under this contract available to O3A for inspection or to amend the personal information, as directed by O3A. Contractor shall, as directed by O3A, incorporate any amendments to the personal information in all copies of such personal information maintained by the Contractor or its subcontractors.
2. **Amendment.** This Contract, or any term or condition may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Amendment to obligate additional funds.** If an amendment must be processed to distribute federal or state funds to the Agency or the Contractor and the funds must be obligated in a short timeframe, Agency and the Contractor prospectively agree to the terms of the federal or state fund distribution amendment, which shall be limited to only adding funds. The designated point-of-contact shall also email acceptance of the amendment no later than the amendment start date.
4. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to the individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.
5. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior written consent of the O3A Executive Director (or designee) and the written assumption of the Contractor's obligations by the third party.
6. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify O3A of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.
7. **Client Abuse.** The Contractor shall report all instances of suspected Client abuse in accordance with RCW 74.34.
8. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the Contractor or any subcontractor(s) related to service delivery. Clients receiving Medicaid funded services must be informed of their right to a fair hearing regarding service eligibility specified in WAC 388-02 and under the provisions of the Administrative Procedures Act, Chapter 34.05 RCW.
9. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
10. **Nondiscrimination Laws Noncompliance.** In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with O3A. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute

may be resolved in accordance with the disputes procedure set forth herein.

11. **Confidentiality.** The Contractor shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by O3A, or appropriate state or federal agencies.
12. **Conflict of Interest.** Notwithstanding any determination by the Executive Ethics Board or other tribunal, O3A may, in its sole discretion, by written notice to the Contractor, terminate this contract if it is found, after due notice and examination by O3A or its employee that there is a violation of the ethics in public service act, chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this contract.

In the event this contract is terminated as provided above, O3A shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of O3A provided for in this section shall not be exclusive are in addition to any other rights and remedies provided by law. The existence of facts upon which O3A makes a determination under this section shall be an issue and may be reviewed as provided in the "disputes" section of this contract.

13. **Contractor Certification Regarding Ethics.** By signing this Contract, the Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW and shall comply with Chapter 42.52 RCW throughout the term of this Contract.
14. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. O3A shall have the right, in the vent of breach of this clause by the Contractor, to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
15. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under this Contract.
16. **Drug-Free Workplace.** The Contractor shall maintain a work place free from alcohol and drug abuse.
17. **Insurance.** Insurance requirements are included in a separate attachment.
18. **Disputes.** In the event of a dispute between the O3A and the Contractor, every effort shall be made to resolve the dispute informally and at the lowest level. O3A's Proposer / Subcontractor Appeals and Grievance Process will guide local level dispute resolution. If a dispute cannot be resolved informally, then it shall be resolved as described in the Aging & Long-Term Support Administration AAA Policies and Procedures Manual. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section.

- 19. Entire Contract.** This Contract including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind the parties.
- 20. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Jefferson County.
- 21. Independent Contractor.** The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the O3A, DOH or the State of Washington. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the O3A, DOH or the State of Washington by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 22. Inspection.** The Contractor shall, at no cost, provide O3A, DOH, the State of Washington and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and Client records, wherever located. These inspection rights are intended to allow O3A, DOH, the State of Washington and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 23. Licensing, Accreditation and Registration.** The Contractor shall comply with all applicable local, State, and Federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
- 24. Maintenance of Records.** During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
- a. Document performance of all acts required by law, regulation, or this Contract;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the O3A and/or DOH and all expenditures made by the Contractor to perform as required by this Contract.
- For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 25. Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Health, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.
- 26. Opportunity to Cure.** In the event Contractor fails to perform a contractual requirement or materially breaches any term or condition, O3A may issue a written cure notice. The Contractor may have a period of time in which to cure. O3A is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of O3A. Time allowed for cure shall not diminish or

eliminate Contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against Contractor under the contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, O3A may do any one or more of the following:

- a) Exercise any remedy provided by law;
- b) Terminate this contract and any related contracts or portions thereof;
- c) Procure replacements and impose damages as set forth elsewhere in this contract;
- d) Impose actual or liquidated damages;
- e) Suspend or bar the Contractor from receiving future solicitation or other opportunities;
- f) Require Contractor to reimburse O3A for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

27. Order of Precedence. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Federal Statutes and regulations;
- b. State of Washington statutes and regulations;
- c. ALTSA AAA Policy & Procedure Manual
- d. Contract amendments; and
- e. This Contract.

28. Overpayments and Assertion of Lien. In the event that O3A establishes overpayments or erroneous payments made to the Contractor under this contract, O3A may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to O3A, or by doing both.

29. Ownership of Client Assets. The Contractor shall ensure that any Client for whom the Contractor or Subcontractor is providing services under this Contract shall have unrestricted access to the Client's personal property. For purposes of this Section, Client's personal property does not pertain to Client records. The Contractor or Subcontractor shall not interfere with the Client's ownership, possession, or use of such property. Upon termination of this Contract, the Contractor or Subcontractor shall immediately release to the Client and/or the O3A all of the Client's personal property.

30. Ownership of Material. Material created by the Contractor and paid for by the O3A as a part of this Contract shall be owned by the O3A and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: data; advertisements, magazines, books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Contract but is not created for or paid for by the O3A is owned by the Contractor and is not "work made for hire"; however, the O3A shall have a license of perpetual duration to use, modify, and distribute this material at no charge to the O3A, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to O3A a nonexclusive, royalty-free, irrevocable license (with

rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to O3A.

The Contractor shall exert all reasonable effort to advise O3A, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. O3A shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. O3A shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

- 31. Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Contract shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5000, is no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A. If the per unit fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation. Proceeds from the sale or lease of property that was purchased with revenue accrued under the Case Management/Nursing Services unit rate must be expended in Medicaid TXIX or Aging Network programs.

When supplies with a total aggregate fair market value over \$5000 are no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A. If the total aggregate fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

- 32. Ownership of Real Property, Equipment and Supplies Purchased by the O3A.** Title to property, equipment and supplies purchased by the O3A and provided to the Contractor to carry out the activities of this Contract shall remain with the O3A. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

- 33. Publicity.** The Contractor agrees to submit to O3A all advertising and publicity matters relating to this contract wherein O3A and/or DOH's name is mentioned or language used from which the connection of O3A and/or DOH's name may, in O3A's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of O3A.

- 34. Indemnification and Hold Harmless.**

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold O3A, DOH, and the State of Washington harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor. "Claim" as used in this contract means any financial loss, claim, suit, act, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any

claim by Contractors' agents, employees, representatives, or any subcontractor or its employees. Contractor's obligation to indemnify, defend, and hold harmless O3A, DOH, and the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of O3A, DOH, the State or its agencies, employees and officials.

- b. The Contractor's duty to indemnify, defend, and hold O3A, DOH, and the State of Washington harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include O3A's and the State's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless O3A, DOH, and the State of Washington and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

35. Restrictions Against Lobbying. The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR Section 93.110.

The Contractor shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this Section and requiring subcontractors to certify and disclose accordingly.

36. Severability. If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

37. Site Security. While O3A or DOH premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. O3A and DOH reserve the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify O3A.

38. Subcontracting.

- a. The Contractor may, without further notice to the O3A, subcontract only for those services specifically defined in the Statement of Work of this Contract as being allowed to be subcontracted. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to O3A for any breach in the performance of the Contractor's duties.
- b. The Contractor must obtain prior written approval from the O3A to subcontract for services not specifically designated as allowed to be subcontracted in the Statement of Work of this Contract.
- c. Any subcontracts shall be in writing and the Contractor shall be responsible to ensure that all terms,

conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts.

- d. Contractors are prohibited from subcontracting for direct client services without the prior written approval from the O3A unless specifically allowed in the Statement of Work of this Contract.
- e. When the nature of the service the subcontractor is to provide requires a certification, license or approval, the Contractor may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.
- f. In any contract or subcontract awarded to or by the Contractor in which the authority to determine service recipient eligibility is delegated to the Contractor or to a subcontractor, such contract or subcontract shall include a provision acceptable to the O3A that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
- g. If the O3A, the Contractor, and a subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for damages arising from any act or omission from the contract, then the O3A shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, the O3A and the Contractor shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the O3A and the Contractor. This term shall not apply in the event of a settlement by either the O3A or the Contractor.
- h. Any subcontract shall designate subcontractor as the Contractor's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. Contractor shall ensure that all client records and other PHI in possession of subcontractor are returned to Contractor at the termination or expiration of the subcontract.
- i. If, at any time during the progress of the work, O3A determines in its sole judgment that any subcontractor is incompetent or undesirable, O3A shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work.
- j. The rejection or approval by O3A of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the contract, nor be the basis for additional charges to O3A.
- k. O3A has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

39. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Contract, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

- (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, 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, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://oip.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the O3A contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by the O3A, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, O3A may require the Contractor to reimburse O3A in accordance with 2 CFR Part 200.
- (1) For any identified overpayment involving a subcontract between the Contractor and a Tribe, O3A agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.

40. Survivability. The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of the particular Contract shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

41. Contract Renegotiation, Suspension, or Termination Due to Change in Funding. If the funds O3A relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract:

- a. At O3A's discretion, the Contract may be renegotiated under the revised funding conditions.
- b. At O3A's discretion, O3A may give notice to Contractor to suspend performance when O3A determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When O3A determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to O3A informing O3A whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to O3A and an acceptable date cannot be negotiated, O3A may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. O3A shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. O3A may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. O3A shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to O3A in the event the termination option in this Section is exercised.

42. Termination for Convenience. The O3A may terminate this Contract or any in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days written notice. The Contractor may terminate this Contract for convenience by giving the O3A at least thirty (30) calendar days written notice addressed to: Olympic Area Agency on Aging, ATTN: Contracts Manager, 2200 West Sims Way, Port Townsend, WA 98368. If this contract is so terminated, O3A shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

43. Termination for Default.

- a. The O3A may terminate this Contract for default, in whole or in part, by written notice to the Contractor, if the O3A has a reasonable basis to believe that the Contractor has:
 - (1) Failed to meet or maintain any requirement for contracting with the O3A;
 - (2) Failed to ensure the health or safety of any client for whom services are being provided under this contract;
 - (3) Failure to carry out any warranty or failed to perform under any provision of this Contract;
 - (4) Violated any law, regulation, rule, or ordinance applicable to this Contract;
 - (5) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - (6) Contractor becomes the subject of any proceeding under any law relating to bankruptcy,

insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;

- (7) Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; or
 - (8) Otherwise breached any provision or condition of this Contract.
- b. Before the O3A may terminate this Contract for default, the O3A shall provide the Contractor with written notice of the Contractor's noncompliance with the Contract and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the O3A may then terminate the Contract. The O3A may terminate the Contract for default without such written notice and without opportunity for correction if the O3A has a reasonable basis to believe that a Client's health, safety or financial wellbeing is in jeopardy.
 - c. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. O3A reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by O3A to terminate the contract. A termination shall be deemed to be a "termination for convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of O3A provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.
 - d. The Contractor may terminate this Contract for default, in whole or in part, by written notice to the O3A, if the Contractor has a reasonable basis to believe that the O3A has:
 - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (2) Failed to perform under any provision of this Contract;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Contract; or
 - (4) Otherwise breached any provision or condition of this Contract.
 - e. Before the Contractor may terminate this Contract for default, the Contractor shall provide the O3A with written notice of the O3A's noncompliance with the Contract and provide the O3A a reasonable opportunity to correct the O3A's noncompliance. If the O3A does not correct the O3A's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.

44. Termination Procedure. The following provisions apply in the event this Contract is terminated:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of Clients, distribution of property, and termination of services.

- b. The Contractor shall place no further orders or subcontracts for materials, services, facilities except as necessary to complete such portion of the work not terminated;
- c. The Contractor shall assign to O3A, to the extent directed by the Contracts Manager, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case O3A has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. The Contractor shall settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracts Manager to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
- e. The Contractor shall promptly deliver to the O3A contact person (or to his or her successor) listed on the first page this Contract, all O3A assets (property) in the Contractor's possession, including any material created under this Contract. Upon failure to return the O3A's property within ten (10) working days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps protect and preserve any property of the O3A that is in the possession of the Contractor pending return to the O3A.
- f. The O3A shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The O3A may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the O3A.
- g. If the O3A terminates this Contract for default, the O3A may withhold a sum from the final payment to the Contractor that the O3A determines is necessary to protect the O3A against loss or additional liability.
- h. The rights and remedies provided to O3A in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

45. Treatment of Client Property. Unless otherwise provided in the applicable Contract, the Contractor shall ensure that any adult Client receiving services from the Contractor under this Contract has unrestricted access to the Client's personal property. The Contractor shall not interfere with any adult Client's ownership, possession, or use of the Client's property. The Contractor shall provide Clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the Client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the Client and/or the Client's guardian or custodian all of the Client's personal property. This Section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting Clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

46. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless the Contract is specifically amended. Only the Executive Director or designee has the authority to waive any term or condition of this Contract on behalf of the O3A.

47. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. O3A will pay sales or use taxes, if any, imposed on the

services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. O3A, as an agency of Washington State government, is exempt from property tax.

- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, O3A shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
 - c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.
- 48. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health, safety and financial wellbeing of any Client with whom the Contractor has contact.
- 49. State or Federal Audit Requests.** The Contractor is required to respond to O3A, state or federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either O3A, state or federal agency staff or their designees.
- 50. Unique Entity ID.** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public law 109-282) implemented on October 1, 2010, if this Contract is for more than \$25,000, the Contractor must provide their Unique Entity ID for this Contract to O3A. Information on finding the Unique Entity ID (SAM) can be found [here](#).
- 51. Whistleblower & Recognition of Same-Sex Marriage.** Per grant requirements, Contractor shall adhere to the following in carrying out requirements of this Contract:
- a. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
 - (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101.
 - b. Recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. territory, or in a foreign

country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. **United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.**

ATTACHMENT B

2022 SPECIAL TERMS AND CONDITIONS

1. Definitions.

- a. "AAA" shall mean the Olympic Area Agency on Aging that is a party to this Agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DOH.
- b. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
- d. "Allowable costs" are expenditures which meet the test of the Uniform Guidance (2CFR 200). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under State or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420.
- e. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- f. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- g. "Client" means an individual that is eligible for or is receiving services provided by the Contractor in connection with this Agreement.
- h. "Confidential Information" shall mean information that is exempt from disclosure under chapter 42.56 RCW, and other State or Federal statutes and regulations.
- i. "Contractor" as used in this Agreement means the specific entity performing services under this contract, and includes its officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.
- j. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- k. "Department" shall mean the Department of Health (DOH) of the State of Washington, any division, section, office, unit or other entity of the department, or any of the officers or other officials lawfully representing DOH.
- l. "Disaster Relief" means activities, goods, or services expended in the support of the health or safety of older adults and other local residents in response to a Major Disaster Declaration.
- m. "DOH" or "the Department" means the state of Washington Department of Health and its employees and authorized agents.

- n. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- o. "Noncompliance" shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 - (1) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - (2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - (3) Wholly or partly suspend or terminate the Federal award.
 - (4) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - (5) Withhold further Federal awards for the project or program.
 - (6) Take other remedies that may be legally available.
- p. "O3A" means the Olympic Area Agency on Aging that is a party to this Agreement, and includes its officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement.
- q. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal information includes "protected health information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and any other information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other State and Federal statutes.
- r. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
- s. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- t. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

- u. "Reimbursement" shall mean that O3A will repay the Contractor for allowable costs incurred under the terms of this contract.
- v. "Risk Assessment" shall mean (2CFR 200.331 (b)) O3A is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F – Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- w. "Sensitive Data" shall mean data that is held confidentially, and if compromised, may cause harm to individual citizens or create a liability for the State.
- x. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- y. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are specifically defined in the Statement of Work of this Agreement or are otherwise approved by O3A in accordance with this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- z. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified

in the Federal award; and

(5) In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.

aa. "Successor" shall mean any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first Contractor/Vendor.

bb. "Supplies" means all tangible personal property other than equipment as defined herein.

cc. "UEI" means Unique Entity ID (SAM), which will be generated in SAM.gov. The Unique Entity ID is used when reporting contract information in the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). Information on finding the Unique Entity ID (SAM) can be found [here](#).

dd. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>

2. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Statement of Work included in this Agreement.

3. **Consideration.** The maximum amount payable under this contract shall not exceed the Total Contract Amount as specified on the Contract Cover Page without a properly executed written amendment signed by representatives of both parties authorized to do so. Consideration includes but is not limited to all taxes, fees, surcharges, etc.

4. **Billing and Payment.**

a. **Billing.** The Contractor shall submit invoices for services rendered using the billing procedures applicable to the specific program as described in the Statement of Work of this Agreement.

b. **Payment.** The Contractor will receive payment from the entity or entities for services rendered as per the payment procedures applicable to the specific program as described in the Statement of Work of this Agreement.

Payment shall be sent to the address designated by the Contractor on the Cover Sheet this Agreement

Payment shall not be made in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, payment may not be made on any claims for payment for services submitted more than forty-five (45) days after completion of the contract period.

The Contractor shall not bill O3A and/or DOH for services performed under this Agreement, and O3A and/or DOH shall not pay the Contractor, if the Contractor has

charged, will charge, or is required to charge the client or other entity, or any other party under any other contract or agreement for the same services.

Billing for payment must be submitted per terms specified in the Statement of Work.

5. **Confidentiality.** In addition to General Terms and Conditions Confidentiality language, the Contractor or its Subcontractors may disclose information to each other, to O3A, to DOH, or to appropriate authorities, for purposes directly connected with the services provided to the client. This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, fair hearings or audits. The Contractor and its Subcontractors shall disclose information for research, statistical, monitoring and evaluation purposes conducted by O3A or appropriate state or federal agencies, such as DOH.
6. **Duty to Disclose Business Transactions.**
 - a. Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by O3A or by the Secretary of the U.S. Department of Health and Human Services or DOH, Contractor must submit full and complete information related to Contractor's business transactions that include:
 - (1) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - (2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 - b. Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed. See 42 CFR 455.105(c).
7. **State or Federal Audit Requests.** The Contractor is required to respond to O3A, state or federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either O3A, state or federal agency staff or their designees.

Olympic Area Agency on Aging
Public Health Community Navigator Program
Attachment C Statement of Work

I. Service Definition

- A. This contract is funded through the Washington Department of Health (DOH) to reduce COVID-19 related health disparities at the community level as described in Centers for Disease Control and Prevention (CDC) Grant National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CDC-RFA-OT21-2103).
- B. The Contractor shall use the funding provided under this agreement to continue the Public Health Community Navigator program promoting education, awareness, and access to COVID-19 prevention and vaccination for underserved and marginalized communities.
- C. The designated service area for this program is Jefferson County in Washington state.

II. Service Delivery

A. Preparatory work

Contractor shall perform all work required to perform the Public Health Community Navigator Program as outlined in their proposal attached to this contract. This includes coordination with the Olympic Peninsula YMCA Family Resource Navigator program and Village Reach for assessment development.

Contractor shall have all preparatory work done within 60 days after the contract is fully executed. If any necessary preparatory work is delayed beyond that point, contractor shall notify the Contracts Manager or other designated contact as soon as possible with the projected completion date.

Reimbursement for the preparatory work costs shall follow the procedure and schedule outlined in the section titled Reimbursement.

B. Marketing and Outreach

Contractor shall conduct marketing and outreach to underserved communities in Jefferson County, utilizing the YMCA Family Resource Navigator program and Jefferson County Public Health tools. Information on the program will also be provided to agencies and organizations who work with underserved and marginalized populations and aging network providers. Training on the program and information on how to refer participants will be provided to O3A staff no later than 30 days after the program has started.

Olympic Area Agency on Aging
Public Health Community Navigator Program
Attachment C Statement of Work

Contractor shall conduct assessments of the outreach and program, on its effectiveness and impact on the intended communities and adjust the outreach accordingly to enhance the programming and fully reach underserved and marginalized communities.

C. Public Health Community Navigator Program

Contractor will provide a Public Health Community Navigator Program to provide education, awareness, and access to COVID-19 prevention, testing, and vaccination. The program will coordinate with YMCA Family Resource Navigators to understand the communities concerns, needs, and preferences to inform the Contractor's messaging and strategies to more effectively improve the community's understanding of and access to COVID-19 prevention measures. Family Resource Navigators will also disseminate flyers and information to the communities, support clients in navigating the process to access vaccination, and relay information on vaccine hesitancy and vaccination access deserts to Contractor. As the project expands, other agencies may be included to provide Family Resource Navigators or equivalent positions.

D. Reporting

- a. Provide monthly reports to O3A which include the following data:
 - Number of outreach contacts made to participants including how many resulted in follow-up services
 - Number of participants served each month
 - Number of new participants served each month
 - Number of vaccinations and/or boosters provided
 - Supplemental services provided to participants
 - Total number of unduplicated participants served through the program
- b. Quarterly reports will include the following:
 - Identify populations served and if BIPOC, rural, and other underserved populations
 - Impact on vaccine disparity between populations
 - Assessment outcomes and adjustments made to program as a result
 - Brief narrative of successes, complaints, other issues, and patient feedback.
- c. Monthly reports will be submitted with the invoice. Quarterly reports will be due by the 20th of the month after the end of the quarter.

Olympic Area Agency on Aging
Public Health Community Navigator Program
Attachment C Statement of Work

III. Billing And Payment

- A. O3A shall pay the contractor on a reimbursement basis for all items included in the contract up to the Total Contract Amount as specified on the Contract Cover Page.
- B. The Contractor shall submit invoices in a form approved by O3A no later than the 15th of the month after the month of service. Billing invoices must be signed by the Contractor and submitted to ingrid.henden@dshs.wa.gov. Payments may be disallowed for billings made after these deadlines.
- C. The Contractor is solely responsible for all of the Contractor's expenses incurred in the performance of this contract.
- D. Contractor shall not charge a fee or other charge to any participant for services pursuant to this contract.

IV. Confidentiality

The use or disclosure by the Contractor of any confidential or protected health information concerning a participant for any purpose is subject to the professional standards of the social service profession. Where confidential information is needed by O3A for monitoring or audit purposes, the Contractor and O3A shall agree on appropriate safeguards.

V. Grievance procedure

Contractor must maintain a grievance procedure approved by O3A for resolving complaints from clients regarding services under this contract. In addition to maintaining a central complaint log for recording all client complaints, the Contractor must establish a procedure to investigate, review, or otherwise resolve any complaints and grievances of clients. The procedures shall include a policy for resolving the complaints and grievances of participants who wish to appeal the handling or the results of any decision of the Contractor.

VI. Management Bulletins

As new requirements or program changes arise, it may become necessary to modify existing operations. In cases where O3A deems that an amendment to the contract is not required, a Management Bulletin may be issued. Any Management Bulletin(s) issued to O3A Contractors, and any responses thereto, shall be deemed to be a part of this contract Agreement and shall have the full force and effect as if issued herein.

Attachment D
Data Share Compliance

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

1. Definitions.

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DOH and O3A, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision

Attachment D
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of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 2. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 3. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
 - a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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- e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. Impermissible Use or Disclosure of PHI. Business Associate shall report to O3A in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by O3A, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- g. Failure to Cure. If O3A learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by O3A do not end the violation, O3A shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by O3A, if O3A determines that Business Associate has violated a material term of this Business Associate Agreement. O3A may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of O3A, to DOHDOH and to O3A for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DOHDOH and O3A, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DOHDOH and O3A, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to O3A or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR

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Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

- (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to O3A or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

4. Individual Rights.

a. Accounting of Disclosures.

- (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (2) Within ten (10) business days of a request from DOH and O3A, Business Associate shall make available to DOH and O3A the information in Business Associate's possession that is necessary for DOH and O3A to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (3) At the request of DOH and O3A or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DOH and O3A or the Individual as necessary to satisfy DOH's and O3A's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DOH and O3A asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access.

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When the request is made by DOH and/or O3A, the Business Associate shall provide the records to DOH and/or O3A within ten (10) business days.

c. Amendment.

(1) If DOH and/or O3A amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DOH and/or O3A has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DOH and/or O3A will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DOH and/or O3A or as necessary to satisfy DOH's and/or O3A's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

5. Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

6. Obligations. To the extent the Business Associate is to carry out one or more of O3A's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to O3A in the performance of such obligation(s).

7. Liability. Within ten (10) business days, Business Associate must notify O3A of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform O3A of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

8. Breach Notification.

a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DOH and/or O3A or involving DOH and/or O3A clients, Business Associate will take all measures required by state or federal law.

b. Business Associate will notify O3A within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

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- c. Business Associate will notify the O3A Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the O3A Contact. Business Associate will coordinate and cooperate with O3A to provide a copy of its investigation and other information requested by O3A, including advance copies of any notifications required for O3A review before disseminating and verification of the dates notifications were sent. The Business Associate agrees to indemnify and hold harmless O3A and DOH for any damages related to unauthorized use or disclosure by the Business Associate, its officers, directors, employees, subcontractors, or agents.
- d. If O3A determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) O3A will take appropriate remedial measures up to termination of this Contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless O3A and DOH for any damages related to the Contractor's unauthorized use of personal information.

9. Miscellaneous Provisions.

- a. **Regulatory References.** A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

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1. Definitions.

- a. "AAA" shall mean the Area Agency on Aging that is a party to this agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DOH.
- b. "ACD" means Agency Contracts Database. ACD is used to access, produce and manage contracts and contract information.
- c. "ACES" means Automated Client Eligibility System. ACES is a tool for determining eligibility, issuing benefits, management support, and sharing of data between agencies.
- d. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- e. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received from those costs.
- f. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- g. "Applicant" means individuals submitting an application, a renewal, or reporting a change for benefits or services through Washington Connection.
- h. "Area Plan" means the document submitted by the Contractor to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the Contractor to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the Contractor receives funds.
- i. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- j. "Authorized Representative" means someone designated by the Applicant or client to talk with DOH about his/her benefits. This individual is authorized to act on the applicant or Client's behalf for eligibility purposes.
- k. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.
- l. "CARE" means Comprehensive Assessment and Reporting Evaluation. CARE is the tool used by case managers to document a client's functional ability, determine eligibility

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for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care.

- m. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- n. "Client" means an individual who is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- o. "CLC" means Community Living Connections. CLC will be the successor to SAMS and will be used for reporting Older Americans Act and General-Fund state funded program services for program management and National Aging Program Information System (NAPIS) reporting.
- p. "Contractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement or are otherwise approved by DOH in accordance with this Agreement.
- q. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office
- r. "Covered Entity" means DOH and O3A, a Covered Entity as defined in 45 CFR 160.103.
- s. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- t. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is the medical and billing records about the individuals or the enrollment, payment, claims adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.
- u. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- v. "DOH" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- w. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- x. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- y. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- z. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- aa. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal information includes "protected health information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and any other information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other State

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and Federal statutes.

- bb. "PHI" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).
- cc. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
- dd. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- ee. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- ff. "SAMS" means Social Assistance Management System and is used for reporting Older Americans Act and General-Fund state funded program services for program management and National Aging Program Information System (NAPIS) reporting. SAMS will be transitioning to Community Living Connections.
- gg. "SAW" means SecureAccess Washington. SAW is a single sign-on application gateway created by Washington State's Department of Information Services to access government services accessible via the Internet.
- hh. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- ii. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DOH in accordance with this Agreement.
- jj. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- kk. "Supplies" means all tangible personal property other than equipment as defined herein.
- ll. "TCARE" is a caregiver assessment and referral protocol designed to assist care managers who work with family caregivers who care for their older adult relatives.
- mm. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- nn. "User" means the Contractor employee who has registered or approved access to a system listed in this Agreement.

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- oo. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.
- pp. "Washington Connection" means the web-based benefit portal that provides access to a broad array of federal, state and local services and benefits to address basic needs.
2. **Systems Access and Method of Access.** The Contractor may access or may request permission to access the following:
- a) The Social Services Payment System (SSPS), or successor payment system, for scheduling and payment data;
 - b) The Social Assistance Management System (SAMS), until it sunsets, and successor system, Community Living Connections (CLC) for managing and recording service provision and utilization, demographic, resource directory, and consumer website information;
3. **Access and Disclosure information.** The Contractor shall not disclose the contents of any Client records, files, papers and communications except as necessary for the administration of programs to provide services to clients as required by law.
- a. The Contractor shall limit access to client data to the Contractor and any subcontractor staff whose duties specifically require access to such data in the performance of their assigned duties. Contractor or subcontractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data.
 - b. The Contractor shall ensure each employee signs the Contractor Agreement on Nondisclosure of Confidential Information form, attached as Exhibit B, provided by the Department to acknowledge the data access requirements prior to O3A granting access. Access will be given only to data necessary to the performance of this Agreement. The Contractor shall retain the original Nondisclosure form on file. The Contractor shall have the form available for O3A review upon request.
- The Contractor must provide an annual written reminder of the Nondisclosure requirements to all employees with access to the data to remind them of the limitations, use or publishing of data. The Contractor shall retain documentation of such reminder on file for monitoring purposes.
- a. The Contractor shall not use or disclose any information concerning any DOH and/or O3A client for any purpose not directly connected with the administration of the Contractor's responsibilities under this Agreement except by prior written consent of the DOH and/or O3A client, his/her attorney, parent or guardian.
 - b. The Contractor or its service provider may disclose information to each other or to DOH and/or O3A for purposes directly connected with the administration of their programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The Contractor and its service providers shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, O3A and DOH. O3A must authorize in

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writing the disclosure of this information to any other party not identified in this section.

- e. The Contractor staff shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of O3A.
- f. The Contractor shall notify each system Administrator within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s). The Contractor shall confirm the need for continued access for each User of the ACD on a quarterly basis.
- g. The Contractor shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.
- h. Access to systems may be continuously tracked and monitored. O3A reserves the right at any time to conduct audits of systems access and use, and to investigate possible violations of this Agreement and/or violations of federal and state laws and regulations governing access to protected health information. The monitoring, auditing, or investigating may include but is not limited to "salting" by O3A or DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

4. Dissemination to Staff. Prior to making information available to new staff and annually thereafter, the Contractor shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:

a. Confidentiality of Client Data

- (1) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPPA Privacy Rule- 45 CFR 160 to 45 CFR 164.
- (2) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.

b. Use of Client Data

- (1) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of aging and long-term care programs.
- (2) Any personal use of client information is strictly prohibited.

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- (3) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

c. Disclosure of Information

- (1) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01, and the Long Term Care Manual.
- (2) Client information may be disclosed to other individuals or agencies only for purposes of administering O3A programs.
- (3) Questions related to disclosure are to be directed to the Home and Community Programs Public Disclosure Coordinator.
- (4) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law.

5. Security of Data

- a. The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The Contractor shall take due care to ensure Contractor and its subcontractors protect said data from unauthorized physical and electronic access. The Contractor is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information form* covering this data share agreement will be able to access the data that Washington State shares with the Contractor under this Agreement.
- b. The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to O3A. O3A shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by O3A will remain the property of O3A and will be promptly destroyed when the Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.
- c. Unless otherwise specifically authorized by O3A, Contractor receiving confidential information under this contract assures that:
- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is

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protected from unauthorized access.

- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide O3A copies of its IT security policies, practices and procedures upon the request of O3A.
- O3A may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of O3A Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, under administrator reset;
 - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
 - Firewall rules and network address translation that isolate database servers from web servers and public networks;
 - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
 - Log management and intrusion detection/prevention systems;
 - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

- d. The Contractor shall protect information according to state and federal laws including the following incorporated by reference:

(1) Privacy Act 1974 5 USC subsection 552a;

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- (2) Chapter 40.14 RCW Preservation and Destruction of Public Records;
- (3) Chapter 74.04 RCW General Provisions – Administration;
- (4) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
- (5) 45 CFR 205.50 provides for Safeguarding information for the financial assistance Programs and identifies limitations to disclosure of said information; and,
- (6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.

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Exhibit A – 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 DOH and O3A 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 DOH and O3A 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 DOH and O3A 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.

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Data Share Compliance

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DOH and O3A 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 DOH and O3A 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 DOH and O3A 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 O3A staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify O3A 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, DOH and O3A 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.

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Data Share Compliance

Physically Secure the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
- (e) Using check-in/check-out procedures when they are shared, and
- (f) Taking frequent inventories

- (2) When being transported outside of a Secured Area, portable devices and media with DOH and O3A 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) DOH and O3A 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 DOH and O3A 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) DOH and O3A 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 DOH and O3A 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. DOH and O3A Data must be segregated or otherwise distinguishable from non-DOH and non-O3A data. This is to ensure that when no longer needed by the Contractor, all DOH and non-O3A Data can be identified for return or destruction. It also aids in determining whether DOH and O3A 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. DOH and O3A Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DOH and O3A data. And/or,

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- c. DOH and O3A Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DOH Data. And/or,
 - d. DOH and O3A Data will be stored in a database which will contain no non-DOH data. And/or,
 - e. DOH and O3A Data will be stored within a database and will be distinguishable from non-DOH data by the value of a specific field or fields within database records.
 - f. When stored as physical paper documents, DOH and O3A Data will be physically segregated from non-DOH and O3A data in a drawer, folder, or other container.
 - g. When it is not feasible or practical to segregate DOH and O3A Data from non-DOH and O3A data, then both the DOH and O3A Data and the non-DOH and O3A 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 O3A or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or 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 DOH and O3A shared Data must be reported to the O3A Contact designated in the Contract within one (1) business day of discovery. If no O3A Contact is designated in the Contract, then the notification must be reported to the DOH Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to

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Data Share Compliance

mitigate the risk of loss and comply with any notification or other requirements imposed by law or DOH and O3A.

7. **Data shared with Subcontractors.** If DOH and O3A 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 O3A Contact specified for this contract for review and approval.

Attachment C
Data Share Compliance

Exhibit B

Contractor Agreement on Nondisclosure of Confidential Information

This form is for contractors and other non-DSHS employees.



CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for the Department of Social and Health Services (DSHS) granting me access to DSHS property, systems, and Confidential Information I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use DSHS systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share DSHS system passwords with anyone or allow others to use the DSHS systems logged in as me.
7. Will not distribute, transfer, or otherwise share any DSHS software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the DSHS.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-DSHS employee who has access to Confidential information, and updated at least annually. Provide the non-DSHS employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME

NON-DOH EMPLOYEE'S SIGNATURE

DATE

Olympic Area Agency on Aging (O3A)

ATTACHMENT E

INSURANCE REQUIREMENTS

The Contractor shall at all times comply with the following insurance requirements. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

1. General Liability Insurance.

 X Required by O3A Not Required by O3A

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The Olympic Area Agency on Aging (O3A), its elected and appointed officials, agents, and employees of the state and the State of Washington, Department of Health (DOH), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Health (DOH), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Health (DOH), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each

Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Health (DOH), its elected and appointed officials, agents, and employees shall be named as additional insured's.

Special Terms and Conditions

2. Business Automobile Liability Insurance

☒ Required by O3A ☐ Not Required by O3A

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident, combined single limit. The Contractor's carrier shall provide O3A with a waiver of subrogation or name O3A as an additional insured.

3. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The O3A, State of Washington and DOH shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, O3A may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. O3A may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DOH under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of the Department of Labor and Industries rights to collect from the Contractor.

4. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

5. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

6. Professional Liability Insurance

☐ Required by O3A ☒ Not Required by O3A

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$1,000,000.

7. Area Agency on Aging (AAA)

In all instances where DOH is required to be named as an additional insured or provided a waiver of subrogation, or provided notice of cancellation or renewal, O3A shall also be named as an additional insured, or provided waiver of subrogation, or provided notice of cancellation or renewal, as the case may be.

8. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

9. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

10. Evidence of Coverage

The Contractor shall upon request by the O3A point of contact submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Olympic Area Agency on Aging, the Washington State Department of Health as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

11. Material Changes

The insurer shall give the O3A point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give O3A 10 days advance written notice of cancellation.

12. General

By requiring insurance, the O3A, the State of Washington and DOH do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DOH in this Contract. All insurance provided in compliance with this Contract shall

be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

13. Waiver

The Contractor waives all rights, claims and causes of action against the O3A, State of Washington and DOH for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES
Attachment F**

In the event federal funds are included in this agreement, added by future amendments(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: "I. Federal Compliance" and "II. Standard Federal Assurances and Certifications". In the instance of inclusion of federal funds as a result of an amendment, the contractor may be designated as a "Subrecipient" and the effective date of the amendment shall also be the date at which these requirements go into effect.

FEDERAL COMPLIANCE - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document established requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles, and audit requirements are identified by subrecipient organization type.

Compliance Matrix

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

- 2. CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S.

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citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast, Cervical and Colon Health Program (BCCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

- 3. CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
- 4. SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal. Uniform Administrative Guidance (Subpart F) as well as all applicable Federal and State statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.

- I. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

**FEDERAL COMPLIANCE
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- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-- Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

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3. CERTIFICATION REGARDING LOBBYING

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

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES
Attachment F**

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below.

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES
Attachment F**

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. 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 the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES
Attachment F**

- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. B. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION NAME: (if applicable)	DATE

O3A INVOICE		
Rural Health Equity Grant - Clallam/Jefferson		569933-51-11-00
Contractor: Jefferson County Public Health 615 Sheridan Street Port Townsend, WA 98368		
Program: COVID-19 Outreach Services		
Month and Year:		
Project Activities	Comment	\$\$\$ Amount
Employee Salaries/Benefits		
Assessment Services		
Community Navigator Costs		
Indirect Costs		
<i>Receipts or invoices for goods and services purchased must be attached for reimbursement.</i>		
	Total Contract:	\$49,799.00
	Available Amount:	
	Monthly Total:	\$0.00
	Balance remaining on Contract:	\$ -
I certify that this invoice is complete and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of our contract with O3A.		
Contractor signature _____		Date _____

Rural Health Equity Grants for Clallam County Application

1. Provide contact information for your organization:

Contact Person	Bonnie Obremski
Organization	Jefferson County Public Health
Legal Name of Organization, if different from above	
Organization Mailing Address	615 Sheridan Street
City	Port Townsend
State/ZIP	WA
Email Address	bobremski@co.jefferson.wa.us
Phone Number	360-379-4478

2. Provide the statewide vendor number or tax identification number for your organization.

91-6001322

3. Does this project benefit the residents of:

Jefferson County

4. How many people do you expect the project to impact?

We are not directly impacting every single member of the following demographics, however the following are groups we currently aim to connect with and serve better:

People in Jefferson County identifying as nonwhite or two or more races (estimated based on US Census figures from 2021): 4,066 people

Children younger than 18: 3,932

People living in poverty: 3,764

We also hope to include populations 65 and older as our Public Health Community Navigator project builds momentum and we continue to understand the needs in our area. In Jefferson County, 37.9% of the county population are over 65, compared to 15.9% of the state's population.

We intend to partner with the YMCA, which plans on serving 150 families county-wide through its Family Resources Navigator program.

5. Anticipated Project Start Date (anticipated initial award announcements March 2023).

January 1, 2023 is when the original project launched, and we will roll-out enhancements through this funding starting in April 2023.

6. Anticipated Project End Date (must be completed by April 30, 2024).

April 30, 2024 (and hopefully beyond!)

7. Attach a description of your project including project goals and outcomes (no more than one page).

Project goals and outcomes: Our ultimate goal is to increase the proportion of Jefferson County residents who are protected against COVID-19, through promoting education, awareness, and access to COVID-19 prevention and vaccination for underserved communities in Jefferson County.

Project overview: We will partner with the Olympic Peninsula YMCA Jefferson County Branch to connect with the communities they serve in order to provide education, awareness, and access to COVID-19 prevention, testing, and vaccination. We also intend to partner with non-profit VillageReach to assess the implementation and impact of our project. Assessment findings will allow us to both improve the project in real-time, and to advocate for future funding.

Specifically, we will collaborate with the YMCA's Family Resources Navigator program, working closely with Family Resource Navigators (FRNs) who are already in place and have relationships and trust established with the community. JCPH will tap into the FRNs' knowledge of their communities' concerns, needs, and preferences to inform JCPH's messaging and strategies to more effectively improve the community's understanding of and access to COVID-19 prevention measures. JCPH will create a tailored outreach campaign based on what we learn from the FRNs resulting in even more effective and targeted messaging and vaccination strategies.

The collaboration with the FRNs will be two-way, with FRNs providing insights to JCPH, and also bringing information back directly to the families they serve. For example, FRNs may disseminate flyers and information to families directly, and/or may be trained in having

non-judgmental conversations about vaccination plans with community members. For those who are interested in vaccination, FRNs will support clients in navigating the process of identifying the closest vaccination access point. As FRNs encounter hesitancy, vaccination access deserts, etc. they will relay this information back to JCPH so we can adapt our messaging and interventions accordingly.

A point of clarification: FRNs are fully employees of the YMCA, and the term FRN is a YMCA term. When the YMCA grants JCPH access to their FRNs, we consider the FRNs participants in our (public health's) Public Health Community Navigator Project. As the Public Health Community Navigator Project hopefully expands, I would hope to include representatives from even more organizations, not just the YMCA.

We hope to partner with VillageReach for them to offer guidance throughout the project and to assess our impact, which we can use to enhance our programming and ability to fully reach marginalized communities.

8. Attach a description of how the project will impact health equity or social determinants of health as related to COVID-19 (no more than one page).

Addressing health inequities and social determinants of health are at the core of this project's design.

In December 2022, Jefferson County Public Health partnered with non-profit VillageReach to conduct a Rapid Community Assessment, which is a tool designed by the Centers for Disease Control and Prevention (CDC) to inform COVID-19 vaccination efforts. Through that assessment we deepened our understanding of how social determinants of health impact communities' ability to access health services. RCA is attached as a PowerPoint presentation.

According to the RCA, Jefferson County populations that have been historically marginalized have lower COVID-19 and flu vaccination rates, following national trends. It is becoming increasingly difficult for those who face barriers to keep up-to-date on COVID-19 and flu vaccinations as emergency support lessens. Highly successful outreach measures such as mass vaccination clinics have drawn to a close. As such, it is critical to maintain relationships with the communities reached during the pandemic and learn how to keep providing a high level of access to vaccinations.

The Public Health Community Navigator Project spawned from the RCA as a way to address the need to better connect with members of marginalized populations. "Marginalized" can be defined in many ways. For our purposes, it is any population with significant barriers to preventive healthcare such as routine vaccinations. Barriers include but are not limited to: Access to information that is formulated to specifically address a population's unique concerns; physical distance from healthcare providers; lack of transportation; inability to miss work/school in order to reach appointments; inability to take time to rest if needed post-vaccination; reduced executive function due to pandemic-related trauma, depression, grief. (To view more information about regional health is impacted by social conditions, view a [report from the Olympic Community of Health here](#)).

Public Health Community Navigators will inform public health messaging in order to make

information sharing more accessible and equitable for as many marginalized demographics as possible, specifically lower-income families and especially those living in rural areas. We also aim to better understand through the course of our project how adults over 65 and people of color residing in Jefferson can have increased access to COVID-19 information and services.

9. Attach a description of how your project benefits marginalized communities specifically (no more than one page).

Over the long term, we hope the Public Health Community Navigator Project will help keep the most vulnerable Jefferson County residents up to date on all routine immunizations, including COVID-19 and flu vaccinations. In order to reach that goal, Jefferson County Public Health must continue concerted efforts to deepen and maintain relationships with those marginalized communities. The Public Health Community Navigator Project is one way to achieve that.

FRNs provide a unique service to families in Jefferson County by providing a centralized hub for the public to access needed resources. FRNs meet families at libraries, grocery stores, gas stations, parks, churches, private homes, doctors' offices, courthouses, the YMCA's offices at Mountain View Commons, or wherever it is most convenient for the family.

FRNs also engage in direct, one-on-one outreach at food banks, schools' family nights, and through the YMCA's own programs (e.g., weekly meal delivery to South County families, preschool and school-age childcare, facilitating Kaleidoscope Play & Learn groups). The FRN's ability to be infinitely nimble with meeting locations provides great relief to families who often encounter great transportation challenges, and allows them to bring services and information to marginalized communities directly.

10. Attach examples of your organization's current and past collaboration with community partners (no more than one page).

The YMCA has contracted with Jefferson County Public Health for years on a similar project. Through that partnership, the YMCA supports parents who have a child or adult who experience an intellectual/developmental disability to sign up with the Developmental Disabilities Administration, (DDA) so they can obtain services. The YMCA staff work with JCPH staff person Anna McEnery, our Developmental Disabilities & Behavioral Health County Coordinator.

Additionally, we already have a strong working relationship with potential partner VillageReach, who we worked closely with on conducting the Rapid Community Assessment. We form a strong team with complementary skills that lend itself to the current project as well.

11. Attach a description of your organization's experience managing grants (if applicable) or budgeting projects (no more than one page).

Jefferson County Public Health is well supported by an administrative and finance team, staffed by employees who have decades of experience managing grants and budgets. We routinely sub-contract to partner organizations and will have no problem delivering on expectations related to this funding, as well as managing any sub-contracts.

12. Attach a description of continued plans towards collaboration with community partners, assuming this project will continue after this funding source ends (no more than one page).

This project is already partially funded for six months (Jan 1, 2023-July 31, 2023) via a grant of federal funds from the National Association of County and City Health Officials. This O3A grant would give us the ability to test pilot this program for an entire year AND, with the help of potential partner VillageReach, provide us with the assessment necessary to understand the impact and any areas for strengthening, and ultimately position the project for future funding. While the Public Health Community Navigator Project is currently focused on COVID-19 and flu vaccination, it may one day grow even broader in scope. JCPH intends to keep seeking out funding and partnerships that will ensure the future success of the Public Health Community Navigator Project.

We believe our project may even serve as an example to other like-minded agencies in our county for how to maintain and deepen relationships with vulnerable populations, and we will leverage our existing relationships to share any learnings and tools that could help others in this pursuit. Finally, because the Family Resource Navigators are existing positions through the YMCA, the momentum and progress accomplished during the project will not disappear when present funding ends, as their positions are funded ongoing through YMCA funding streams.

Rural Health Equity Grants for Clallam County Project Budget Proposal

Project Budget Proposal				
Agency Name		Jefferson County Public Health		
SALARIES & WAGES				
Staff Name	Position/Title	Hourly Rate	Total Hours	Total Cost
Bonnie Obremski	Web & Digital Communications Specialist	25.51	104	2,653.04
Contractor Fees (no benefits) Payment deliverable-based				
Contractor to conduct assessment				\$42,000
Public Health Community Navigator contractor	YMCA			12,719.76
Total Salaries & Wages		\$57,213.54		
BENEFITS				
Total Salaries/Wages Costs		Benefit Rate	Total Cost	
2,653.04		0.25	\$663.26	
Total Benefits			\$663.26	
SUPPLIES & EQUIPMENT				
Item	Quantity	Unit Cost	Total Cost	
Total Supplies & Equipment				
TRAVEL				
	Projected Miles	IRS rate	Total Cost	
Total Travel Costs				
INDIRECT COSTS RATE				
Indirect Item	Cost	Total Cost		
Wages + Benefits + Sub-Contract amounts (58,036.06) X rate of 0.2923	\$16,963.94	\$16,963.94		
Total Indirect Costs		\$16,963.94		
IN-KIND CONTRIBUTIONS				
In-Kind Contributions	Quantity	Rate	Total Cost	
Total In-Kind Contributions		\$0		
Total Budget Proposal		\$75,000		

Rapid Community Assessment: Documentation of Steps

December 21, 2022

Jefferson County Public Health

Bonnie Obremski, Communications Specialist at Jefferson County Public Health

Erin Larsen-Cooper, VillageReach

Katie Reynolds, VillageReach

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1

Objectives

Jefferson County Public Health's Rapid Community Assessment Goals:

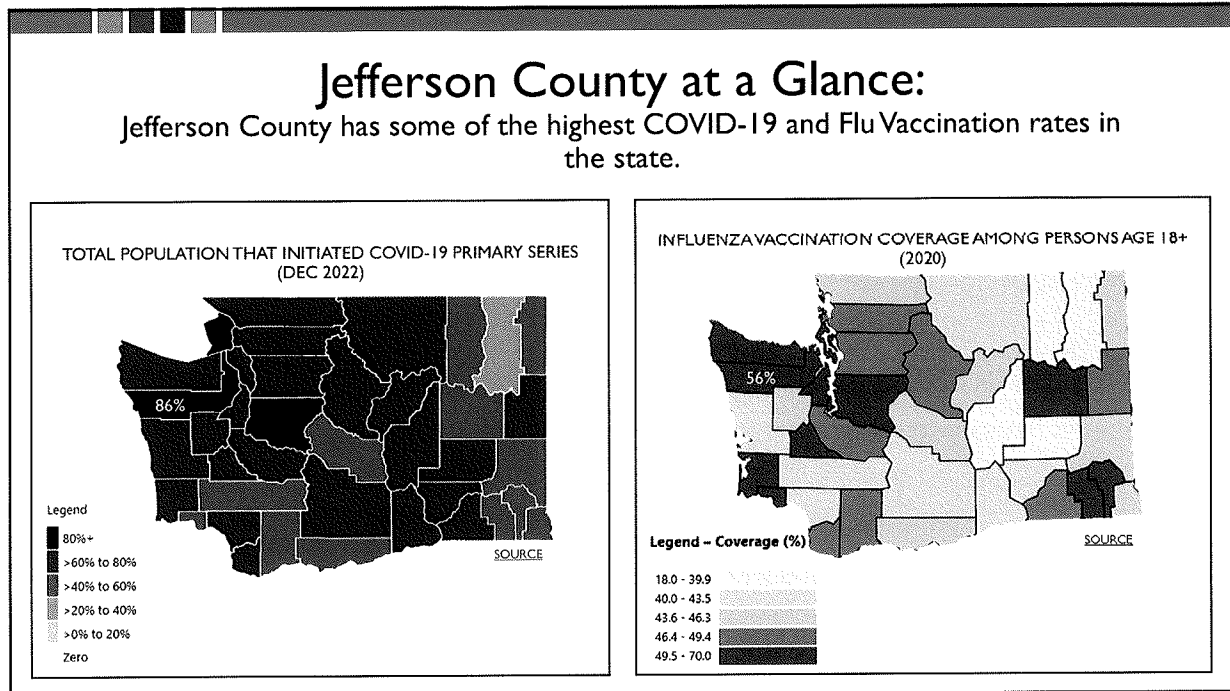
- Understand the impacts of the COVID-19 pandemic on Jefferson County residents.
- Learn more about how to motivate community members to receive the bivalent (omicron) booster dose and annual flu vaccine.
- Hear community perspectives on how to improve access to COVID-19 and flu vaccines.

Communities of Focus:

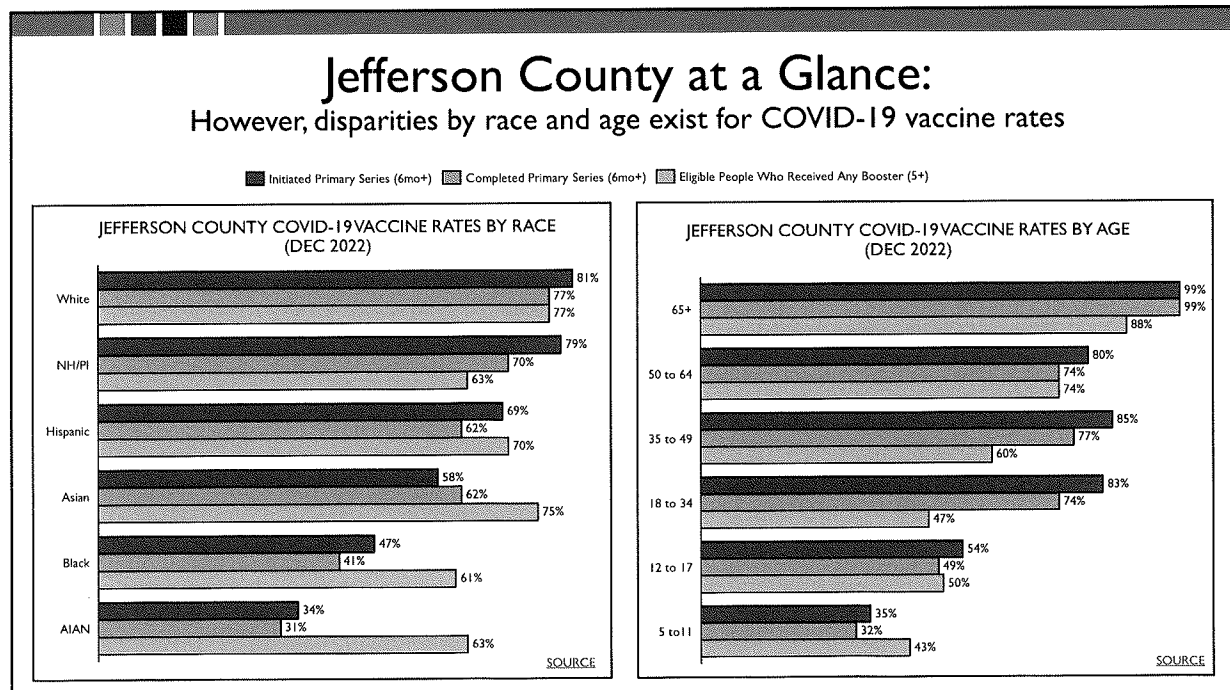
- Hispanic/Latinx individuals
- People living in rural South county
- Youth

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2



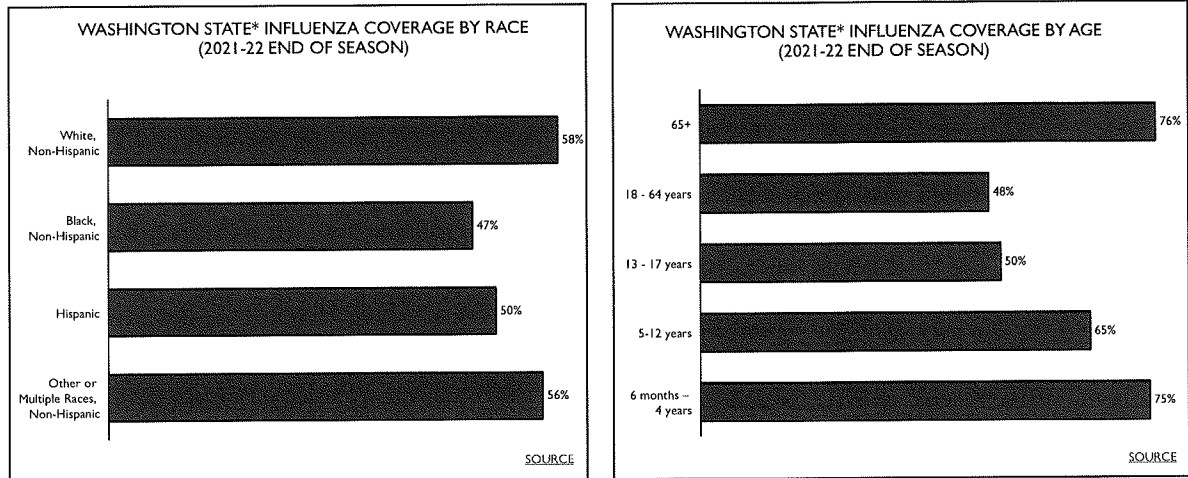
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6

Jefferson County at a Glance: and for influenza vaccine rates.

*data reported at the state level; county level data not available



7

Planning for the RCA

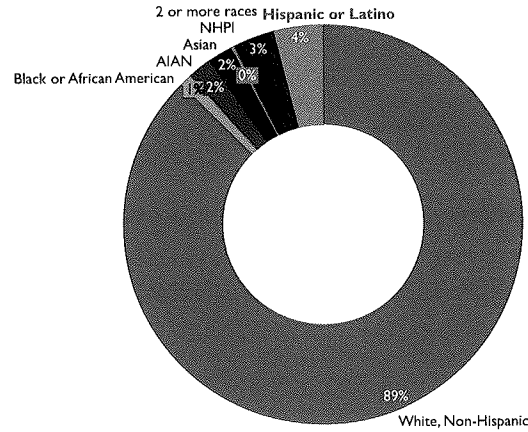
- Data sources: Jefferson County Public Health's COVID-19 Data Dashboard, Olympic Community of Health's Social Determinants of Health report, Washington State Department of Health's COVID-19 Data Dashboard, Washington State Influenza Surveillance Summary Report, U.S. Census
- Our department has a burgeoning partnership with the Jefferson County Immigrants Rights Advocates organization. Their staff alerted us to communication gaps with the communities they serve, which is primarily a Spanish-speaking population. Those who identify as Hispanic/Latinx are the largest non-white population in the county. They have lower COVID-19 vaccination rates than the white population. South County residents were also a focus because many live nearly an hour's drive away from the public hospital or a pharmacy. Lastly, we wanted to speak to parents of school-aged children because the county has historically very low rates of all childhood immunizations.
- Bonnie Obremski is the project lead since she applied for the PAVE grant. The department's COVID-19 nurse, Kara Gerlek, assisted with survey design and participant recruitment and scheduling. Erin Larsen-Cooper and Katie Reynolds from the VillageReach organization partnered designed the survey, scheduled participants, coached Bonnie on how to conduct interviews, and then helped to analyze and interpret data.

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Communities of Focus: Hispanic/Latinx Individuals

The Hispanic population makes up the largest community of color in Jefferson County. As shown on previous slides, this group experiences disparities in both COVID-19 and flu vaccines compared to their white counterparts.

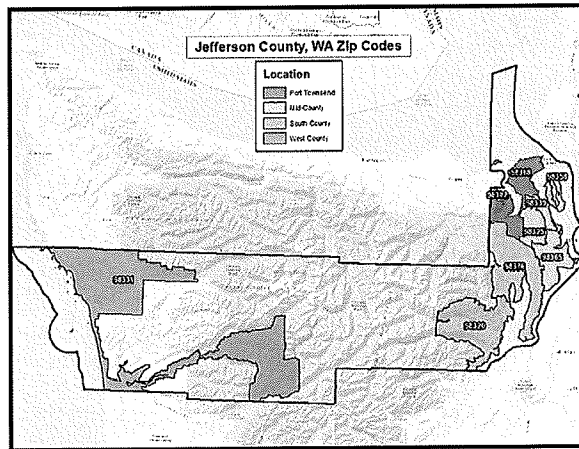


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Communities of Focus: Individuals living in South County

South County is a rural part of Jefferson County, accounting for approximately 4.6% of the county's total population.



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Communities of Focus: Parents of Youth

People under the age of 18 make up 12% of the population in Jefferson County. As shown on previous slides, they have the lowest rates of COVID-19 vaccination of any age group. We chose to focus on the parents of youth because previous community assessments conducted by VillageReach found that youth rarely make their own decisions about vaccination.



Photo property of Jefferson County Public Health

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Methods

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Methods Used

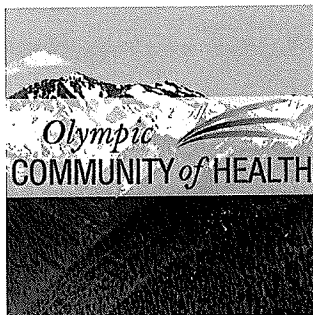
In-depth Interviews with Community members (~20 to 45 minutes each)

- 15 interviews with community members
 - South County: 3 respondents
 - Community members of color: 5 (including 2 Hispanic)
 - Parents/Caregivers of children: 6 respondents
- Used CDC's *Implementation-Guide-Community-Interviews-508* and the WHO's *Behavioral and Social Drivers of Vaccination framework* and interview tools to support development of the interview tool and implementation of the activities outlined above.
- Interviews were conducted in English only, although tools and interviewers were ready to conduct in Spanish if preferred by respondents

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People and Perspectives Used



VILLAGE REACH®
Starting at the Last Mile

JCIRA
Jefferson County
Immigrant Rights Advocates



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Locations Leveraged (Physical and Virtual)

Respondents were offered the opportunity to conduct the interview in-person, by phone, or through a virtual platform (Zoom or Microsoft Teams). Interviews were conducted as follows:

Mode/Location	Number of respondents
In-person	3 (locations: participant's home or Jefferson County Public Health office)
Phone	12
Virtual platform	0

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Rapid Community Assessment: Report Findings

December 21, 2022
Jefferson County Public Health
with support from VillageReach

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National Association of County and City Health Officials

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Overview of RCA Outputs

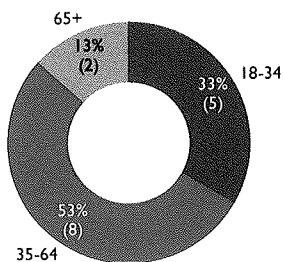
Reaching populations of focus	We would have liked more South County residents and Hispanic respondents in the sample but ultimately we did have representation from all 3 populations of focus, including South County residents (n=3), Hispanic community members (2), and Parents/Caregivers of Children (6).
Number of community residents/partners involved in the RCA	15 community respondents, as well as non-profit partner VillageReach who assisted in designing and conducting the RCA Jefferson County Immigrants Rights Advocates Olympic Community of Health
Number of Jefferson County Public Health staff involved in the RCA	2
Time spent planning for and conducting the RCA	Bonnie (JCPH) spent approximately 120 hours and Kara (JCPH) spent approximately 8.

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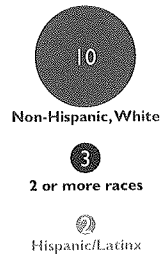
17

Who we interviewed:

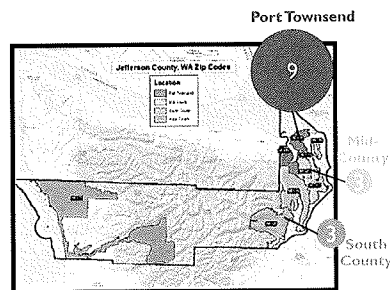
Age



Race

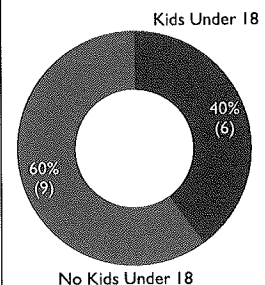


Geography



Parental Status

(kids under age 18)



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Highlights of RCA Method Results

Topic	What we heard
Knowledge of current vaccine recommendations	Most expressed uncertainty about how dosages and timing might be different for people of other ages and immune-statuses. They also expressed uncertainty about how many booster doses are currently recommended.
Lack of preferences for Manufacturer	No one seemed to have a very strong brand preference, although nearly everyone chose to remain with whatever brand they started with in the hopes of avoiding any surprises when it came to short-term side effects.
Reasons for not getting or delaying bi-valent booster	Pandemic fatigue / decreased access due to fewer or no mass vax and mobile sites / not wanting to miss work due to side effects / lack of understanding of benefits of bi-valent booster
Influences and trusted sources	Everyone said they were ultimately the person to make up their own mind in their own way about getting vaccinated, even if they listened to input from friends/family/healthcare providers. Everyone said they trusted the healthcare providers in their lives. Only the unvaccinated participant said she put significant decision-making power in the hands of her sister who "did research for the whole family."

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Highlights of RCA Method Results

Illustrative Quotes

Theme	Illustrative Quotes
Messaging around COVID risk	<i>"There is a prevailing message that COVID is only a concern for the disabled, immunocompromised, and elderly. That message contributes toward the unfair marginalization of those groups. The fact is, COVID could have significant impact on anyone, including a healthy person."</i>
Concern regarding overreliance on rapid tests	<i>"I have long COVID symptoms. I feel the impact of having gotten it. I don't spend a lot of time thinking about it other than trying to be cautious, mainly for others. I'm also a little concerned because I feel like the rapid tests became a preventative measure, and now it's clear they're not helpful)"</i>
Recent COVID infection making people less likely to seek out vaccination	<i>"My whole family has already had COVID once. My [5-year-old] son got it and was sick for one day and then he was good. After getting to other side of that, I told myself, 'OK you can get through this.' I'm not going to push as hard to get [my son] vaccinated, I'm not going to focus my energy on that."</i>
Ineffective/unclear messaging around bi-valent booster	<i>"I do feel like the general media says [the bivalent vaccine] is not that helpful. The message I feel like I've gotten is, if you're under 50 or 60, or if you had it recently, then it's not as helpful to get the booster. So, I'm not in a hurry. Recently, it feels like messaging is changing—not in a way that's compelling. COVID variants are milder, so people are less motivated to get a really uncomfortable vaccine. Maybe they're just tired of it all."</i>

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Interpretation of Results

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What's Working Well with COVID-19 Vaccination?

- Most people still actively trying to avoid getting COVID, and several see vaccination and boosters as an important way to do so
- Vaccine supply available to meet demand
- Jefferson County has one of the higher vaccination rates in the state

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What Challenges Exist Regarding COVID-19 Vaccination?

- Pandemic fatigue/apathy/complacency
- Outdated messaging strategies that need to change as pandemic shifts
- Need for increased Spanish translation/outreach to Spanish-speakers
- Mental health concerns related to the pandemic that decrease a person's capacity to keep up with preventative and self care
- Lack of clarity around number of recommended doses
- Lack of understanding of the benefits of the bi-valent booster dose
- Several who said they are not going to or not in a rush to get bi-valent booster since they have protection from a recent COVID-19 infection
- Hesitancy to get bi-valent booster and experience side effects that could put them out of work for a day or two
- Fewer access points now that mobile and outreach have dissipated
- Pediatric COVID-19 vaccination: one respondent was unable to find the right formulation at their primary care and so had to go to mass vax site, which was not designed to accommodate her son's anxiety

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What's Working Well with Flu Vaccination?

- Those interviewed did not have issues accessing flu vaccination
- It's being offered more routinely as part of primary care
- The county's public hospital, Jefferson Healthcare, operates flu clinics in fall
- Many area pharmacies offer the flu shot at no cost
- Residents may schedule a flu vaccination at the Jefferson County Public Health clinic one day a week, also at no cost to the patient
- The nasal spray form of the flu vaccination is becoming increasingly accessible, making vaccination easier for children

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What Challenges Exist Regarding Flu Vaccination?

- Many participants vary on whether they get a flu vaccination every year. Some only seek vaccination when facing increased risks such as travel or interaction with vulnerable family members and friends. Some only receive a vaccination when it is offered to them as part of an existing doctor visit.
- There is a lack of data to assess vaccination rates in Jefferson County
- It seems people who have negative feelings about the COVID-19 vaccination also have negative feelings about flu vaccination.

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Limitations

- Difficult to get traction with community partners for referrals from populations of focus (busy time of year)
- Small number of respondents (15 community members)
- Majority of respondents recruited through an online Facebook ad
- Need to interpret results carefully given relatively small convenience sample of internet users
 - For example, just because we didn't hear about many access challenges does not mean there are not people experiencing access challenges in Jefferson County

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Recommendations

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Recommendations

Please list the challenge(s) identified, recommendations to address each challenge, and if the challenge and corresponding recommendation will be addressed through this project.

Challenge(s) [List challenge(s) below]	Recommendation [List recommendation(s) for each challenge below]	Will this recommendation be implemented through the PAVE project? [Yes or No]
Outdated messaging strategies	Devise messaging strategies more calibrated to the shifting pandemic	Yes
Need for increased Spanish translation/outreach to Spanish-speakers	Increase outreach to Spanish-speaking community	Yes
Mental health concerns related to the pandemic that decrease a person's capacity to keep up with preventative and self-care	Increase mental health support for those suffering as a direct result of the pandemic	No

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Lessons Learned

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Lessons Learned

- Allow ample time to successfully conduct targeted outreach to populations of focus
- Engage and train enough interviewers so the work is distributed across a team
- Consider lighter-touch methods that allow us to increase sample size and hear from more community members
- It's powerful to hear from the community directly and equips us to better address their needs

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Successes and Challenges

Successes	Challenges
Target sample size recruited in small amount of time	Recruitment methods did not yield as many South County residents or Hispanic community members as we would've liked; no interviews conducted in Spanish
Quickly sourced gift cards to honor participants' time	Busy time of year and small interview team meant bulk of work was concentrated under 1 or 2 staff members
Leveraged in-person, phone, virtual options to align with respondents' preferences and schedules	
Utilized existing tools and templates to move quickly	

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Next Steps

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Next Steps

COVID-19 vaccination messaging is constantly changing and it needs to continue to do so as the virus settles into its endemic status.

Messaging needs to be informed by those who have the least access to public health services.

We are hiring one or more community navigators to inform messaging strategies. One of those navigators will come from the Jefferson County Immigrants Rights advocates.

Meanwhile, Jefferson County Public Health staff will invest further into developing anti-racist literacy and a deeper understanding of matters concerning diversity, equity, inclusion and access. That way more staff will be better able to form meaningful connections with partners representing marginalized demographics.

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Acknowledgements

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Acknowledgements

- VillageReach
- Jefferson County Public Health
- Olympic Community of Health
- Jefferson County Immigrants Rights Advocates

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