



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Veronica Shaw, Deputy Public Health Director

DATE:

SUBJECT: Agenda item – Washington State Department of Social & Health Services (DSHS) General Terms and Conditions; July 1, 2023 – June 30, 2029

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests Board approval of the DSHS General Terms and Conditions, July 1, 2023 – June 30, 2029

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

DSHS seeks an agreement on the General Terms and Conditions with local health jurisdictions at regularly scheduled intervals, rather than at the time a new contract for actual goods and services is being negotiated. These General Terms and Conditions govern work to be performed under any agreement between the parties (DSHS and JCPH) during the period July 1, 2023 through June 30, 2029, superseding and replacing any previously executed terms and conditions.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

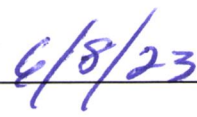
There is no financial component to this agreement.

RECOMMENDATION:

JCPH management requests Board approval of the DSHS General Terms and Conditions, July 1, 2023 – June 30, 2029

REVIEWED BY:


Mark McCauley, County Administrator


Date

 Washington State Department of Social & Health Services <i>Transforming lives</i>	DSHS and LOCAL HEALTH JURISDICTION AGREEMENT on GENERAL TERMS and CONDITIONS	DSHS Contract Number 2385-48590	
These General Terms and Conditions are between the state of Washington Department of Social and Health Services (DSHS) and the Local Health Jurisdiction (LHJ) identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.		Local Health Jurisdiction Contract Number AD-23-026	
TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.			
START DATE: July 1, 2023		END DATE: June 30, 2029	
LOCAL HEALTH JURISDICTION NAME Jefferson County	DSHS INDEX NUMBER 1223		
LOCAL HEALTH JURISDICTION ADDRESS 615 SHERIDAN STREET Port Townsend WA 98368			
LOCAL HEALTH JURISDICTION TELEPHONE (360) 385-9400	LOCAL HEALTH JURISDICTION FAX (360) 385-9401		
DSHS CENTRAL CONTRACT SERVICES ADDRESS Central Contracts and Legal Services PO Box 45811 Olympia, WA 98504-5811	DSHS CENTRAL CONTRACT SERVICES TELEPHONE (360) 664-6055		
By their signatures below, the parties agree to these General Terms and Conditions.			
LOCAL HEALTH JURISDICTION SIGNATURE(S)	DATE(S)	PRINTED NAME(S) AND TITLE(S) Greg Brotherton, Chair Jefferson County Board of County Commissioners	TELEPHONE NUMBER (INCLUDE AREA CODE) (360) 385-9400
DSHS SIGNATURE	DATE	PRINTED NAME AND TITLE William Taplin CCLS Chief	TELEPHONE NUMBER (INCLUDE AREA CODE) (360) 664-6046

Approved as to form only:



June 7, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

DSHS/Local Health Jurisdiction General Terms & Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Social and Health Services and Local Health Jurisdiction Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - c. "Central Contracts and Legal Services (CCLS)" means the DSHS central headquarters contracting office, or successor section or office.
 - d. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - e. "Confidential Information" or "Data" means information that is protected 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, Personal Information.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the state of Washington.
 - h. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or their designee.
 - i. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the LHJ, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - j. "LHJ" means the Local Health Jurisdiction, County Health District, County Health Department, and the like, performing services pursuant to this Agreement and any Program Agreement.
 - k. "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, or any financial identifiers.
 - l. "Program Agreement" means a written agreement between DSHS and the LHJ containing special terms and conditions, including a statement of work to be

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performed by the LHJ and payment to be made by DSHS.

- m. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - n. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
 - o. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - p. "Subcontract" means a separate contract between the LHJ and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the LHJ shall perform pursuant to any Program Agreement.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
 - s. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Agreement, or any term or condition thereof, 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. **Assignment.** Except as otherwise provided herein in Section 21, the LHJ shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the CCLS Chief and the written assumption of the LHJ's obligations by the third party.
4. **Billing Limitations.**
- a. DSHS shall pay the LHJ only for authorized services provided in accordance with

this Agreement.

- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The LHJ shall not bill, and DSHS shall not pay for services performed under this Agreement, if the LHJ has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** Throughout the performance of this Agreement, LHJ shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** LHJ shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the LHJ's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** LHJ shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The LHJ, by signature to this Contract, certifies that the LHJ is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The LHJ also agrees to include the above certification in any and all Subcontracts into which it enters. The LHJ shall immediately notify DSHS if, during the term of this Contract, LHJ does not comply with this certification. DSHS may immediately terminate this Contract by providing LHJ written notice if LHJ does not comply with this certification during the term hereof.

6. Confidentiality.

- a. The LHJ shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with LHJ's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

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- (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The LHJ shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the LHJ to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
- (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or LHJ shall certify in writing that they employed a DSHS approved method to destroy the information. LHJ may obtain information regarding approved destruction methods from the DSHS contact

identified on the cover page of this Contract.

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. LHJ must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Certification Regarding Ethics.** By signing this Agreement, the LHJ certifies that the LHJ is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
8. **Debarment Certification.** The LHJ, by signature to this Agreement, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters.
9. **Disputes.** Both DSHS and the LHJ ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the LHJ Representative or their deputy or designed delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the LHJ Representative.

Upon receipt of the referral and relevant documentation, the Secretary and LHJ Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and LHJ Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and LHJ Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

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Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and LHJ Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
11. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
12. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the LHJ against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the LHJ involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
13. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DSHS and the LHJ shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DSHS and the LHJ agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the LHJ enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
14. **Independent Status.** For purposes of this Agreement and any Program Agreement, the LHJ acknowledges that the LHJ is not an officer, employee, or agent of DSHS or the state of Washington. The LHJ shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the state of Washington. The LHJ shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The LHJ shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the LHJ or the LHJ's employees.

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- 15. Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
- 16. Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The LHJ shall pay for losses for which it is found liable.
- 17. Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

 - a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the LHJ's invoices to DSHS and all expenditures made by the LHJ to perform as required by this Agreement.
- 18. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the LHJ and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
- 19. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
- 20. Ownership of Material.** Material created by the LHJ and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the LHJ uses to perform a Program Agreement but is not created for or paid for by DSHS is owned by the LHJ and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material

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for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the LHJ has a right to grant such a license.

21. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
22. **Subcontracting.** The LHJ may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DSHS, the LHJ, and a subcontractor of the LHJ are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DSHS shall be responsible for its proportionate share, and the LHJ shall be responsible for its proportionate share. Should a subcontractor to the LHJ pursuant to a Program Agreement be unable to satisfy its joint and several liability, DSHS and the LHJ shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the LHJ. This provision shall not apply in the event of a settlement by either DSHS or the LHJ.
23. **Subrecipients.**
 - a. General. If the LHJ is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the LHJ will;
 - (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 LHJ 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 LHJ 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

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of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and 39.

- b. **Single Audit Act Compliance.** If the LHJ is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the LHJ will procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, the LHJ will:
 - (1) Submit to the DSHS contract person the data collection from 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 DSHS, or by an auditor during the course of a required audit, that the LHJ has been paid unallowable costs under any applicable Program Agreement, DSHS may require the LHJ to reimburse DSHS in accordance with 2 CFR Part 200.

24. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

25. Termination Due to Change in Funding, Contract Renegotiation or Suspension.

If the funds DSHS relied upon to establish any Program Amendment are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DSHS's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. DSHS's discretion, DSHS may give notice to the LHJ to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the LHJ's performance to be resumed prior to the normal completion date of the Program Agreement.
 - (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 DSHS determines that the funding insufficiency is resolved, it will give the

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LHJ written notice to resume performance. Upon the receipt of this notice, the LHJ will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this sub-section, "written notice" may include email.

- (3) If the LHJ's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Program Agreement by giving written notice to the LHJ. The parties agree that the Program Agreement will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate the Program Agreement by providing written notice to the LHJ. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
26. **Termination for Convenience.** The CCLS Chief may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the LHJ at least thirty (30) calendar days' written notice addressed to the LHJ at the address shown on the cover page of the applicable agreement. The LHJ may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contracts and Legal Services, PO Box 45811, Olympia, Washington 98504-5811.
27. **Termination for Default.**
 - a. The CCLS Chief may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the LHJ, if DSHS has a reasonable basis to believe that the LHJ has:
 - (1) Failed to meet or maintain any requirement for contracting with DSHS;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
 - b. Before the CCLS Chief may terminate this Agreement or any Program Agreement for default, DSHS shall provide the LHJ with written notice of the LHJ's noncompliance with the agreement and provide the LHJ a reasonable opportunity to correct the LHJ's noncompliance. If the LHJ does not correct the LHJ's noncompliance within the period of time specified in the written notice of noncompliance, the CCLS Chief may then terminate the agreement. The CCLS Chief may terminate the agreement

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for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.

- c. The LHJ may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the LHJ has a reasonable basis to believe that DSHS has:
 - (5) Failed to meet or maintain any requirement for contracting with the LHJ;
 - (6) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (7) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (8) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the LHJ may terminate this Agreement or any Program Agreement for default, the LHJ shall provide DSHS with written notice of DSHS' noncompliance with the agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the LHJ may then terminate the agreement.

28. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The LHJ shall cease to perform any services required by the Program Agreement 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 LHJ shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the LHJ's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within ten (10) working days of the Program Agreement termination, the LHJ shall be charged with all reasonable costs of recovery, including transportation. The LHJ shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the LHJ pending return to DSHS.
- c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
- d. If the CCLS Chief terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the LHJ that DSHS determines is necessary to protect DSHS against loss or additional liability occasioned by the alleged default. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the LHJ was not in

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default, or if the LHJ terminated the Program Agreement for default, the LHJ shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 29. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the LHJ shall ensure that any adult client receiving services from the LHJ under a Program Agreement has unrestricted access to the client's personal property. The LHJ shall not interfere with any adult client's ownership, possession, or use of the client's property. The LHJ 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 the Program Agreement, the LHJ 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 LHJ from implementing such lawful and reasonable policies, procedures and practices as the LHJ 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).
- 30. Title to Property.** Title to all property purchased or furnished by DSHS for use by the LHJ during the term of a Program Agreement shall remain with DSHS. Title to all property purchased or furnished by the LHJ for which the LHJ is entitled to reimbursement by DSHS under a Program Agreement shall pass to and vest in DSHS. The LHJ shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 31. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.