



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Denise Banker, Community Health Director

DATE: July 17, 2023

SUBJECT: Agenda Item – Amendment 2 to Contract Agreement with Public Health of Seattle & King County for Breast, Cervical & Colon Health Program Services; June 30, 2023 – June 29, 2024; initial \$1,000; \$5,000 maximum

STATEMENT OF ISSUE:

Jefferson County Public Health, Community Health Division, requests Board approval of the second amendment to the Contract Agreement with Public Health of Seattle & King County (PHSKC) for Breast, Cervical & Colon Health Program Services; June 30, 2023 – June 29, 2024; \$1,000

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This is an ongoing agreement between Jefferson County and PHSKC to provide Breast, Cervical and Colon Health Care (screening & referral services), to uninsured or underinsured women. This Amendment 2 extends the contract end date to June 29, 2024 and increases the authorized amount by \$1,000; no other terms of the contract are affected.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The agreement provides \$1,000 in Federal funding. No general fund dollars are used to support this program. This amendment changes the contract maximum amount to \$7,800 (\$5,000 maximum increase for term of amendment).

RECOMMENDATION:

JCPH management requests approval of Amendment 2 to the Contract Agreement with PHSKC for Breast, Cervical & Colon Health Program Services; June 30, 2023 – June 29, 2024; \$1,000

REVIEWED BY:


Mark McCauley, County Administrator

7/13/23
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Public Health of Seattle King County

Contract No: N-22-031-A2

Contract For: Breast, Cervical & Colon Health Program

Term: 6/30/2023 - 6/29/2024

COUNTY DEPARTMENT: Public Health

Contact Person: Denise Banker

Contact Phone: X 438

Contact email: dbanker@co.jefferson.wa.us

AMOUNT: \$1000 (maximum \$5,000)

Revenue: \$1000

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 127

Munis Org/Obj 12756800

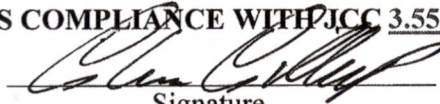
PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒


Signature

July 7, 2023

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒


Signature

July 7, 2023

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 7/12/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 7/12/2023.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PHSKC Agreement # 9045 CDIP - Amendment 2

AMENDMENT

This Amendment between PHSKC and the Recipient changes the referenced Agreement for the following purpose(s): This amendment changes the contract end date to Jun 29, 2024, from Jun 29, 2023. The total amount authorized for June 30, 2023, to June 29, 2024, is \$ 1,000.00. The contract maximum amount changes to \$7,800.00 from \$2,800.00.

PHSKC may, upon availability of additional funding or at its discretion, increase or decrease the Authorized Amount by issuing an Order Form such that the Total Authorized Amount does not exceed \$5,000.00 for the period June 30, 2023, to June 29, 2024.

Recipient Name & Address: Jefferson County Public Health, 615 Sheridan, Port Townsend, WA 98368

Project Title: BCCHP Clinical Services

Effective Date of Amendment: June 30, 2023

Agreement End Date: ☐ No Change ☒ Change to: June 29, 2024

Agreement Amount: ☐ No Change ☒ Change to: \$7,800.00

Funding Details: ☐ No Change ☒ Revise the following funding details:

<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>		<u>New or Revised</u>
CLOSED HHS, CDC, Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations CFDA 93.898	8272 ODIR	\$2,800.00	Jun 30 2022	TO Jun 29 2023	Revised
NEW HHS, CDC, Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations CFDA 93.898	8272 ODIR	\$5,000.00 (\$1,000.00 initially authorized)	Jun 30 2023	TO Jun 29 2024	New

Funding Summary: ☐ No Change ☒ Revise to read:

FEDERAL: \$7,800.00

COUNTY:

STATE:

OTHER:

Exhibits: ☐ No Change ☒ Revise as follows:

Exhibit A Scope of Work extended to June 29, 2024.

Add Exhibit B-2 Budget

Add Exhibit C-2 Invoice

Add Exhibit D-2 Order Form

King County Terms & Conditions: ☒ No Change ☐ Revise as follows:

All other terms and conditions of the referenced Agreement and any previous Agreement amendment not revised herein shall remain unchanged and in full force and effect.



RECIPIENT SIGNATURE	PRINTED NAME AND TITLE Greg Brotherton, Chair Board of County Commissioners Jefferson County, Washington	DATE SIGNED
PHSKC SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Approved as to form only:

P.C. Hunsucker

July 12, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney
Jefferson County, Washington

Exhibit B-2: Budget
Jefferson County Public Health
615 Sheridan St
Port Townsend, WA 98368

June 30, 2023 - June 29, 2024

BUDGET DETAIL	Initial Not to Exceed Amount	Maximum Not to Exceed Amount
Breast and Cervical Health Services Includes one or more of the following: annual exam with Clinical Breast Exam (CBE), problem-focused visit, Pap tests, HPV tests.	\$ 1,000.00	\$ 5,000.00
Total Funding	\$ 1,000.00	\$ 5,000.00

Services will be paid by CPT code according to the rates listed on the most current **Breast, Cervical, and Colon Health Program Fee Schedule**. The fee schedule changes annually on July 1.

Anticipated Breast and Cervical Clients #s	3	16
BCHP Services average \$ /client *		

The budget shown can only be used in the current grant year. No roll over funding from the previous year and no roll over into the next grant year unless program has authorization from Washington State Department of Health.



INVOICE

Contract Number: 9045 CDIP AM 2

Exhibit: C-2

Contract Period of Performance: Jun 30, 2023 - Jun 29, 2024

Jefferson County Public Health

615 Sheridan St

Port Townsend, WA 98368

Veronica Shaw

Submit signed hardcopy invoice to:

Colleen Pacheco

Breast Cervical & Colon Health Program

Public Health - Seattle & King County

401 5th Ave., Suite 1110

Seattle, WA 98104

Invoice for services rendered under
this contract for the period of:

Start Date	End Date

MM/DD/YY

King County AP Payment Information:

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1123492	800107	53180	100	123205		6337577	93.898	\$ -

Breast Cervical & Colon Health Program Invoicing Information:

Costs	Award	Budget	Previously Billed	Current	Cumulative	Balance
B&C-Fed	123205	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Total		\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Amount Due						

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed

Date

Veronica Shaw

Print Name

PH Program Manager Approval

Date

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order #	
Supplier Name	JEFFERSON COUNTY
Supplier #	6649
Supplier Pay Site	PUBLIC HEALTH
Remit Address	615 Sheridan St Port Townsend, WA 98368
Invoice Date	
Invoice #	
Amount to be Paid	\$0.00
Note to AP	Pay Immediately
Payment Type	(Circle One) CHECK or ACH
Print on Remittance	BCCHP
PH Prog. name/phone	Zeta Chik, (206) 477-7985

Exhibit D-2 Order Form BCCHP Program Contract # 9045 CDIP AM 2 F-1

Contractor: **Jefferson County Public Health**
615 Sheridan
Port Townsend, WA 98368

Order Form Effective Date:

Public Health Seattle & King County hereby amends the not to exceed amount and authorizes the following not-to-exceed amount for the services provided in the Scope of Work Exhibit under the above referenced contract at the rates set forth in the Budget Exhibit:

Description	Prior Not to Exceed Amount	Total Increase or Decrease	Amended Not to Exceed Amount
Breast and Cervical Services: Annual exam with Clinical Breast Exam (CBE), problem-focused visit, Pap tests, HPV tests.	\$1,000	\$	\$1,000
Total reimbursable Contract Amount	\$1,000	\$	\$1,000

The total reimbursement shall not exceed the amount set forth in this Order Form

Funding Sources	Prior Not to Exceed Amount	Total Increase or Decrease	Amended Not to Exceed Amount	Effective Dates
FEDERAL Federal Catalogue No. 93.898	\$1,000	\$	\$1,000	6/30/23 – 6/29/24
TOTAL	\$1,000	\$	\$1,000	

Public Health Signature

Date

Name



PHSKC Agreement # 9045 CDIP - Amendment 1

AMENDMENT

This Amendment between PHSKC and the Recipient changes the referenced Agreement for the following purpose(s): This amendment changes the contract end date to June 29, 2023 from December 31, 2022. No changes to contract maximum amount.

Recipient Name & Address: Jefferson County Public Health, 615 Sheridan, Port Townsend, WA 98368

Project Title: BCCHP Clinical Services

Effective Date of Amendment: December 31, 2022

Agreement End Date: ☐ No Change ☒ Change to: Jun 29, 2023

Agreement Amount: ☒ No Change ☐ Change to:

Funding Details: ☒ No Change ☐ Revise the following funding details:

<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>	<u>New or Revised</u>
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Funding Summary: ☒ No Change ☐ Revise to read:
 FEDERAL: COUNTY: STATE: OTHER:

Exhibits: ☒ No Change ☐ Revise as follows:

All exhibits will be extended to June 29, 2023.

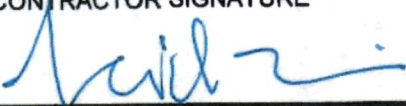
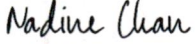
King County Terms & Conditions: ☒ No Change ☐ Revise as follows:

All other terms and conditions of the referenced Agreement and any previous Agreement amendment not revised herein shall remain unchanged and in full force and effect.

RECIPIENT SIGNATURE 	PRINTED NAME AND TITLE Greg Brotherton, Chair Board of County Commissioners Jefferson County, Washington	DATE SIGNED 1/23/23
PHSKC SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Nadine Chan Interim Chief, APDE and CDIP, PHSKC	DATE SIGNED 2/3/2023

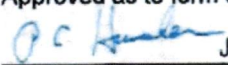
Approved as to form only:

January 19, 2023
 Philip C. Hunsucker, Date
 Chief Civil Deputy Prosecuting Attorney
 Jefferson County, Washington

Public Health Seattle & King County		FEDERAL COMMUNITY SERVICES CONTRACT		PHSKC Contract # 9045 CDIP	
This Contract is between King County and the Contractor identified below. The County department overseeing the work to be performed in this Contract is the Department of Public Health (PHSKC).					
CONTRACTOR NAME Jefferson County Public Health			CONTRACTOR FEDERAL TAX ID # 91-6001322		
CONTRACTOR ADDRESS 615 Sheridan, Port Townsend, WA 98368			CONTRACTOR CONTACT & EMAIL ADDRESS Heidi Eisenhour; dbanker@co.jefferson.wa.us		
PHSKC DIVISION CDIP		PROJECT TITLE BCCHP Clinical Services			
CONTRACT START DATE June 30, 2022		CONTRACT END DATE December 31, 2022		INITIAL AUTHORIZED AMOUNT \$1,400.00	
PHSKC may, upon availability of additional funding or at its discretion, increase or decrease the Authorized Amount by issuing an Order Form such that the Total Authorized Amount does not exceed \$2,800.00.					
FUNDING DETAILS					
<u>Funding Source</u> HHS, CDC, Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations CFDA 93.898		<u>PHSKC Contract #</u> 8272 ODIR		<u>Amount</u> \$1,400.00	
<u>Effective Dates</u> Jun 30 2022 TO Dec 31 2022					
FUNDING SUMMARY FEDERAL: \$1,400.00		COUNTY: \$0.00		STATE: \$0.00	
OTHER: \$0.00					
The Contractor is NOT considered a subrecipient for purposes of this Contract.					
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: Exhibit A-Scope of Work; Exhibit B-Budget; Exhibit C-Invoice template; Exhibit D-Order Form.					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Contractor shall provide services and comply with the requirements set forth in this Contract, which consists of Part A-King County Terms and Conditions, Part B-Federal Terms, and attached exhibits, each of which are made a part hereof by reference. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Contract, the Contractor certifies that it has read and understands the Contract requirements on the PHSKC website (http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx) and agrees to comply with all of the Contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Heidi Eisenhour		DATE SIGNED 8/1/22	
PHSKC SIGNATURE DocuSigned by:  9F865DE92888462		PRINTED NAME AND TITLE Nadine Chan Interim Chief, APDE and CDIP, PHSKC		DATE SIGNED 8/11/2022	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

Approved as to form only:


 July 21, 2022
 Philip C. Hunsucker Date
 Chief Civil Deputy Prosecuting Attorney,
 Jefferson County, WA

PART A. KING COUNTY TERMS AND CONDITIONS

1. Contract Term and Termination

- A. This Contract shall begin on the Contract Start Date and shall terminate on the Contract End Date as specified on page 1 of this Contract, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the Contract End Date, by providing the other party thirty (30) days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Contractor thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 1.C. (1), the Contractor shall be liable for damages.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Contractor shall be released from any obligation to provide such further services pursuant to the Contract; and (3) in the case of suspension the Contractor shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall compensate the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by

the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any later invoice.

- D. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Contractor not timely expend funds allocated under this Contract, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Contract. The County may unilaterally make changes to the funding source without the need for an amendment. The Contractor shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter

into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all entities seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

7. Financial Reports and Audits

Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during the its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	- Form 990 within 30 days of its being filed; and - A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	- Income tax return; and - A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor's fiscal year.

C. Waiver

A Contractor that is not subject to the requirements in subsection A may request, and in the County's sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors.

- D. The County may require additional audit or review requirements and the Contractor will be required to comply with any such requirements.

8. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services (each a

"breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach.
- B. The Contractor shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.
- D. If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C. Contractor Indemnifies County:

The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.**11. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractor, providers, and/or provider subcontractor to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages

and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Contractor shall read and provide required insurance documentation prior to the signing of this Contract.

12. Assignment/Subcontract

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions as contained herein, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Contractor shall read and certify compliance.
- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Contractor shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial

action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Contract, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- A. The Contractor shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

15. Equipment Purchase, Maintenance, and Ownership

Funder's requirements may take precedence over this section as applicable.

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Contractor shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.
- C. All Equipment not listed as a budget line item purchased under this Contract requires prior written approval from the County.
- D. All Equipment purchased under this Contract shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant

to the Contractor, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services under this Contract and assumes no obligation for future support of the activity under this Contract except as expressly set forth in this Contract.

20. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

21. Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

22. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to the Contractor contact and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Contract may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract electronically have authority to sign and bind its represented party to this Contract.

26. No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

27. Mandatory Vaccination for COVID-19 Due to Public Health Emergency

In accordance with Executive Order ACO-8-28-EO (Executive Order), all County contractors working at Executive branch agencies shall be fully vaccinated if the work is required to be performed in person and on site or requires interaction with the general public regardless of frequency. This includes but is not limited to work on County property or in County facilities, whether or not other workers are present, and including indoor or outdoor worksites. The Executive Order does not apply to contractors who are present onsite for only a short period of time and have a fleeting physical presence with others. The Contractor shall be responsible for the full COVID-19 vaccination verification of its onsite workers. The Attestation Form shall be signed and submitted to procurement.web@kingcounty.gov. Further information on the Executive Order and responses to Frequently Asked Questions may be found at <https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/vaccination-mandate.aspx>.

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 2 CFR 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

(L) 2 CFR 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) **"Produced in the United States"** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) **"Manufactured products"** means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Exhibit A: Scope of Work 9045 CDIP
JEFFERSON COUNTY PUBLIC HEALTH
CLINICAL and CLIENT SUPPORT SERVICES
June 30, 2022 through December 31, 2022

BACKGROUND

The Breast, Cervical, and Colon Health Program (BCCHP) helps eligible clients get screened for breast, cervical, and colorectal cancers, and connects clients with diagnostic services and treatment when needed. The program serves clients with low incomes and who lack health insurance coverage for cancer screening. BCCHP improves access to services, especially for people who face extra barriers to getting health care.

PURPOSE

Jefferson County Public Health will enroll BCCHP eligible clients and provide recommended cancer screening services. They will refer BCCHP enrolled clients with abnormal cancer screening results to other BCCHP contracted providers for appropriate follow-up services. They will also use outreach activities outlined below to recruit clients for the BCCHP.

SERVICES

Enrollment Site:

Annual exam with Clinical Breast Exam (CBE)

Problem-focused visit

Pap tests

HPV tests

ELIGIBLE POPULATION

Women – all services

Breast screening & annual exam	Cervical[^]
40-64, or 35-39, if being seen for breast symptoms, or screening and surveillance for increased risk clients under 40* or 64+ if ineligible for Medicare <u>Priority for Mammography:</u> • Ages 50 or older, and last mammogram $\geq$ 2 years • Suspicious breast findings • Strong family history or other high risk *documentation is necessary	If last pap normal & $\geq$ 3 years or co-testing (Pap normal and HPV negative) $\geq$ 5 years: • 21-64 [^]As per USPSTF 2012 Cervical Cancer Screening Guidelines. If not eligible for Pap Test, pelvic exam paid only if done as part of visit for breast screening/annual exam
At or below 250% of Federal Poverty Level (FPL)[^] Uninsured or Underinsured (deductible over \$500) Ineligible for Apple Health (Medicaid) Washington State Residents	

PRIORITY POPULATIONS

Some populations have lower screening and/or higher morbidity or mortality rates.

- Have never or rarely received breast or cervical services
- Are ages 50 or older (breast services) or 40-49 (cervical services)
- Are new to BCCHP
- Are from a racial or ethnic minority population, including African American, Asian, Pacific Islander, American Indian/Alaskan Native, and Hispanic/Latina
- Are lesbian, gay, bisexual, or transgender
- Have a disability (as defined by the client)
- Have a strong family history or other high risk, including ages 40-49

PERFORMANCE REQUIREMENTS

Clinical Services

The Contractor will:

- Make best efforts to comply and coordinate with BCCHP to meet ALL CDC and DOH Performance Indicators relevant to screenings provided.
- Complete exam and reimbursement forms and, if applicable, diagnostic forms. Forms are available online at:
<http://www.kingcounty.gov/healthservices/health/chronic/bchp/downloads.aspx>
- Maintain HIPAA regulated confidentiality of all BCCHP client data and medical records.
- Provide effective, understandable, and respectful care to clients in their preferred language. Make reasonable efforts to provide care that is compatible with clients' cultural health beliefs and practices.
- Maintain documentation of current WA State licensure and/or certification for all health care professionals who perform medical procedures under this contract. Present documentation to BCCHP staff upon request.
- Send a representative to the annual BCCHP mandatory meeting and a minimum of two other meetings and/or trainings as scheduled by the DOH or Public Health.
- Work with BCCHP staff to raise awareness about cancer screening and distribute educational materials, when appropriate.
- Work with BCCHP to identify clients at high-risk for not completing breast and cervical cancer screening or accessing diagnostic care. Provide navigation support according to BCCHP navigation policy to ensure these clients are able to complete screening, diagnostics or initiate cancer treatment. Refer to the BCCHP Navigation policy and BCCHP Fee Schedule for required documentation and related reimbursement.

Client Support Services at Jefferson

The contractor will:

1. Track BCCHP clients to make sure they receive timely follow-up after abnormal breast or cervical cancer findings. Monitor clients until they receive a diagnosis.

2. Implement a re-screening reminder system for BCCHP clients.
3. Document scheduling for appropriate follow-up tests and return appointments.
4. Review and give test results to clients in a timely manner.
5. Document all findings and send to Public Health.

REIMBURSEMENT PROCESS:

The Contractor will:

- Complete program reimbursement forms and, if applicable, diagnostic forms. Include UB90s or Health Insurance Claim Forms with reports attached. Program forms are available online at:
<http://www.kingcounty.gov/healthservices/health/chronic/bchp/downloads.aspx>
- Make best efforts to submit reimbursement forms to BCCHP at Public Health within 10 business days from the date of service.
- Accept the amounts for CPT-coded services listed on the current BCCHP Fee Schedule. The navigation CPT code applies to BCCHP and non-BCCHP clients, as long as the navigation is related to assisting the client to complete breast and cervical cancer screening, access cancer diagnostic procedures or initiate cancer treatment. Required documentation of navigation services must be provided to BCCHP prior to reimbursement.
- Review billing reports and certify that work performed under this contract does not duplicate any work charged against any other contract, subcontract, or other funding source.
- Review BCCHP-generated invoices promptly and approve to BCCHP.
- Monitor funds spent and clients scheduled, to stay within the total budget.
- In the case of any overpayment, contact BCCHP staff before taking any action to discuss how to correct the error.

BCCHP will not pay for services if we receive reimbursement forms later than **45** days from the service date. We will evaluate exceptions on a case-by-case basis. We may impose an earlier deadline to submit forms for June services, to achieve timely fiscal year-end close out.

REIMBURSEMENT LIMITS:

Payment will not exceed the total budgeted contract amount (Exhibit B).

Exhibit B shows the "anticipated number of clients" (sometimes called "slots") that the clinical funding may cover for each type of service. These are estimates based on average historical costs per type of clinical service. Since costs may vary, these estimates are only a guideline to show a possible mix of services that the Contractor could provide with total available funds. **Please carefully review Exhibit B**

REIMBURSEMENT PROCEDURES

BCCHP at Public Health will:

- Pay for services provided within the corresponding contract period.

- Send the current Fee Schedules for Breast and Cervical Cancer Screening and Diagnosis to the Contractor, as well as any subsequent revisions. Revisions will replace earlier versions.
- Pay for CPT-coded services at rates listed on the Fee Schedule. When applicable, payment will include facility fee costs, as described on the Fee Schedule. We reimburse clinic services at "Professional non-facility office" rates.
- Monitor contracted funds.
- Generate monthly clinical services billing reports for the contractor, based on forms the contractor submits. The reports will detail client names, dates of service, CPT codes, and fees.
- Create a monthly invoice from the billing reports and send to the Contractor to review and approve.
- Pay the Contractor based on the approved invoice.

The Contractor will not bill BCCHP clients for any differences between service charges and BCCHP reimbursement.

Exhibit B: Budget
Jefferson County Public Health
615 Sheridan St
Port Townsend, WA 98368

June 30, 2022 - December 31, 2022

BUDGET DETAIL	Initial Not to Exceed Amount	Maximum Not to Exceed Amount
Breast and Cervical Health Services Includes one or more of the following: annual exam with Clinical Breast Exam (CBE), problem-focused visit, Pap tests, HPV tests.	\$ 1,400.00	\$ 2,800.00
Total Funding	\$ 1,400.00	\$ 2,800.00

Services will be paid by CPT code according to the rates listed on the most current **Breast, Cervical, and Colon Health Program Fee Schedule**. The fee schedule changes annually on July 1.

Anticipated Breast and Cervical Clients #s	5	8
BCHP Services average \$ /client *		

Public Health

Seattle & King County



INVOICE

Contract Number: 9045 CDIP

Exhibit: C

Contract Period of Performance: Jun 30, 2022 - Dec 31, 2022

Jefferson County Public Health

Jefferson County Public Health

Port Townsend, WA 98368

Veronica Shaw

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order #

Supplier Name **JEFFERSON COUNTY**

Supplier # 6649

Supplier Pay Site **PUBLIC HEALTH**

Remit Address 615 Sheridan St

Port Townsend, WA 98368

Invoice Date

Invoice #

Amount to be Paid **\$0.00**

Note to AP Pay Immediately

Payment Type (Circle One) **CHECK** or **ACH**Print on Remittance **BCCHP**

PH Prog. name/phone Jodi Olson, 206-263-8200

Submit signed hardcopy invoice to:

Jodi Olson

Breast Cervical & Colon Health Program

Public Health - Seattle & King County

401 5th Ave., Suite 1110

Seattle, WA 98104

Start
DateEnd
Date

--	--

MM/DD/YY

Invoice for services rendered under
this contract for the period of:

King County AP Payment Information:

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount
1123492	800107	53180	100	101562		5969478	93.898	\$ -

Breast Cervical & Colon Health Program Invoicing Information:

Costs	Award	Budget	Previously Billed	Current	Cumulative	Balance
B&C-Fed	101562	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00
Total		\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00

Amount Due

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed

Date

Veronica Shaw

Print Name

PH Program Manager Approval

Date

Exhibit D Order Form BCCHP Program Contract # 9045 CDIP F-1

Contractor: **Jefferson County Public Health**
615 Sheridan
Port Townsend, WA 98368

Order Form Effective Date:

Public Health Seattle & King County hereby amends the not to exceed amount and authorizes the following not-to-exceed amount for the services provided in the Scope of Work Exhibit under the above referenced contract at the rates set forth in the Budget Exhibit:

Description	Prior Not to Exceed Amount	Total Increase or Decrease	Amended Not to Exceed Amount
Breast and Cervical Services: Annual exam with Clinical Breast Exam (CBE), problem-focused visit, Pap tests, HPV tests.	\$1,400	\$	\$1,400
Total reimbursable Contract Amount	\$1,400	\$	\$1,400

The total reimbursement shall not exceed the amount set forth in this Order Form

Funding Sources	Prior Not to Exceed Amount	Total Increase or Decrease	Amended Not to Exceed Amount	Effective Dates
FEDERAL Federal Catalogue No. 93.898	\$1,400	\$	\$1,400	6/30/22 – 12/31/22
TOTAL	\$1,400	\$	\$1,400	

Public Health Signature

Date

Name

**CONTRACTOR ATTESTATION
KING COUNTY
COVID-19 VACCINATION REQUIREMENTS**

Contractor Name: Jefferson County Public Health

Contract Number, if applicable: 9045 CDIP

Contractor named above must complete the section below and return via email to: King County: procurement.web@kingcounty.gov. If you are unable to comply with the requirements of this notice, you must immediately notify King County in writing at the above email address.

By this Attestation, I, Heidi Eisenhour, the _____ at
(name) (title)

Jefferson County Public Health the "Contractor" named above, affirm that I am the authorized
(company name)

representative of the named contractor of the contract identified above, and acknowledge that I have received, reviewed, and understand the following King County COVID-19 Vaccine Mandate Executive Order ("Vaccine Mandate"), as well as Governor Inslee's Proclamation 21-14.1 ("Proclamation") and agree to comply with the Order and Proclamation.

1. A contractor (defined to include all vendors and suppliers, as well as subcontractors) shall assume responsibility of verifying full COVID-19 vaccination for each of its own workers (including workers of subcontractors) by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card. As the principal contractor, if you do not receive the requisite paper or digital proof of vaccination from your worker, that worker is considered unvaccinated.
2. Workers for any contractor who are not fully vaccinated may not enter a King County operated facility.
3. Workers for any contractor who test positive for COVID-19 may not enter a King County operated facility until 5 days after symptoms have ended.
4. Workers for any contractor must wear an appropriate face mask while at a King County operated facility.
5. It is the responsibility of the contractor to ensure there is no interruption of service to King County if the contractor, or any personnel of the contractor, are precluded from working at a King County operated facility due to non-compliance with the requirements outlined above.
6. Contractors are responsible for contacting any subcontractors and informing them of the Vaccine Mandate and Proclamation requirements, and contractors are responsible for either providing an attestation covering any subcontractors or for providing separate subcontractor attestations or proof of subcontractor worker vaccination consistent with these requirements.
7. The contractor agrees to submit additional signed declarations upon request of and by the date designated by King County.
8. The contractor further agrees to cooperate with any investigation or inquiry King County makes into the contractor's compliance with the Vaccine Mandate as required by the Order.

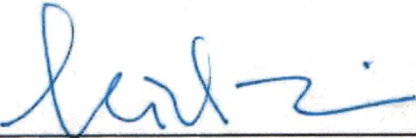
**CONTRACTOR ATTESTATION
KING COUNTY
COVID-19 VACCINATION REQUIREMENTS**

This includes providing information and records upon request, except any information or records that the contractor is prohibited by law from disclosing.

For the purposes of this attestation, a contractor's worker is considered "fully vaccinated" when it has been at least two weeks since receiving the final dose, as recommended by the manufacturer, of a vaccine that has been authorized by the FDA for use in the United States, including vaccinations that have been approved pursuant to an Emergency Use Authorization.

I declare under penalty of perjury under the law of the Washington that the foregoing is true and accurate. Signed

on August 1st, 2022, at Port Townsend, WA.
(city) (state)


Contractor Signature

Heidi Eisenhour

Print Name

Chair
Title

Jefferson County Public Health
Company/Contractor Name

615 Sheridan
Street Address

dbanker@co.jefferson.wa.us
Email address

Port Townsend, WA 98368
City, State, Zip