

AGREEMENT KC-083-18

This Agreement is entered, into between Kitsap County and the Kitsap Public Health District for the Improving the Health of High-Risk Mothers and Children.

I. Purpose

This Agreement is for the appropriation of \$20,625, for the purpose of augmenting state and federal funding of evidence-based substance abuse prevention programs and services with the goal of preventing and reducing the impacts of disabling chemical dependency and mental illness, for the time period April 1, 2018 – June 30, 2018.

II. Project Description

This contract with Kitsap Public Health District provides \$20,625 of Washington State Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR) funds for the time period April 1, 2018 – June 30, 2018. The goal of this program is to prevent and reduce the impacts of disabling chemical dependency and mental illness,

Delivery of the evidence-based Nurse Family Partnership (NFP) to eleven (11) first-time, low income moms and their babies by maintaining a 0.5 FTE Nurse Home Visitor. The NFP program is a nationally recognized, evidence-based nurse home visiting program implemented in 2012 through a public/private partnership. Highly trained registered nurses begin visiting early in pregnancy through the child's second birthday. The nurses provide education to promote health and helps build problem-solving skills that promote self-sufficiency and a positive life course.

This project has the goal of preventing mental illness, behavioral problems, and future addiction in young children by intervening with families who either have, or are at risk for substance abuse and/or mental health problems. This contract will deliver an evidenced-based nurse home visiting program (Nurse Family Partnership) to eleven (11) first time, low-income moms and their babies.

III. Project Activities

The Kitsap Public Health District will provide the following for the Nurse Family Partnership (NFP) Program:

- Maintain 0.5 FTE Nurse Family Partnership (NFP) nurse home visitor.
- NFP staff will participate in ongoing training and education as required by NFP Nursing Services Organization.
- NFP supervisor will participate in ongoing training, education, and consultation as required to support quality, fidelity, and specific population needs.

- This contract will serve eleven (11) families.
- Maintain outreach and referral plan to reach target population and maintain caseload.
- Provide Home Visits for first time, low-income pregnant women, mothers and infants.
- New clients will be enrolled before twenty-eight (28) weeks of pregnancy and receive visits according to NFP guidelines.
- Content and frequency of home visits will be aligned with NFP guidelines.
- Staff who provide home visits will receive individual reflective supervision.
- All staff will participate in reflective case conferences.
- Supervisors and nurse home visitors will review and utilize their data.
- Data will be used for quality and fidelity monitoring and improvement.

IV. Project Design

This project focuses on serving low income, first time moms and continues the Kitsap Nurse Family Partnership (NFP) program to serve eleven (11) families by maintaining a 0.5 FTE nurse home visitor. The NFP assesses for evidence of Substance Use Disorders (SUDs), mental illness, and Adverse Childhood Experiences (ACEs). The NFP program is a nationally recognized, evidence-based nurse home visiting program implemented in 2012 through a public/private partnership. This tier will assist low-income, first time mothers to have healthy birth outcomes and become successful parents. Highly trained registered nurses begin visiting early in pregnancy through the child's second birthday. Nurses visit regularly to build trusting relationships that foster young women's abilities to reach goals and build healthy lifestyles for themselves and their children. The nurse provides education to promote health and helps build problem-solving skills that promote self-sufficiency and a positive life course.

V. Project Outcomes and Measurements

Measurable outcomes include, but are not limited to, early enrollment in pre-natal care, reduced perinatal substance use/abuse, regular screening for pre and postpartum depression, and referral for treatment

Nurse Family Partnership moms will complete a pre and post test that will reflect gains in parenting, problem-solving, and self-sufficiency skills.

Data will be collected to monitor the following goals and objectives identified by the Kitsap Public Health District:

Goal #1: Prevent mental illness, behavioral problems, and future addiction in young children by intervening with families who either have, or are at risk for substance abuse and/or mental health problems.

Objective #1: Funded case load of eleven (11) mothers and infants will be maintained through June 30, 2018.

Goal #2: NFP Public Health Nurses and Community Health Worker maintain high fidelity to NFP evidence-based model

Objective #2: By June 30, 2018, KPHD will maintain required high fidelity to NFP model, as required by the National Service Office.

VI. Data Collection

- 1) Participant information sheet and Pre-test delivered to the County within a week of first meeting.
- 2) Community Health Workers record of meeting with participant to the County weekly.
- 3) Post-test to the County by July 6, 2018.

VII. Billing and Payment

Payments to Kitsap Public Health District shall be requested using an invoice form, which is supplied by the County. Kitsap Public Health District invoices must be sent to the County by the fifteenth (15th) calendar day after the end of the month.

The Kitsap Public Health District is authorized to receive payments in accordance with the cost reimbursable budget included under this Agreement. The Kitsap Public Health District will comply with the following standards as applicable.

Reimbursement Request – Upon Completion of each month, the Kitsap Public Health District must provide to the County a written explanation of expenditures which are less than 90% of the year-to-date budgeted total.

All payments to be made by the County under this Agreement shall be made to:

Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337

The Agreement shall not exceed the total amount indicated on the cover sheet of this Agreement and any other modifications hereof.

X. Duration

This agreement is in effect from April 1, 2018 – June 30, 2018.

XI. Amendments

This agreement may only be modified by one or more written amendments duly approved and executed by both parties.

XII. Attachments

The parties acknowledge that the following attachments constitute a part of this agreement:

- Attachment A: Special Terms and Conditions
- Attachment B: Budget
- Attachment C: Participant Information Form
- Attachment D: Pre/Post Test
- Attachment E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment F: Certification Regarding Lobbying

This Agreement shall be effective April 1, 2018.

DATED this 5th day June, 2018.

KITSAP PUBLIC HEALTH DISTRICT



Keith Grellner
Administrator

DATED this 25 day June, 2018.

KITSAP COUNTY BOARD OF COMMISSIONERS



ROBERT GELDER, Chair



EDWARD E. WOLFE, Commissioner



CHARLOTTE GARRIDO, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office



ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

Substance Abuse Prevention

SECTION 1. PROGRAM REQUIREMENTS

- 1.1 **Public Records.** All records required to be maintained by this contract or by state law shall be considered to be public records and maintained in accordance with applicable laws.
- 1.2 **Equal Opportunity Notices.**
- A. Posting. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Department of Social and Health Services setting forth the provision of the Equal Opportunity Clause.
 - B. Collective Bargaining Agreements. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Department of Social and Health Services, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post notice in conspicuous places available to employees and applicants for employment.
 - C. Background Checks
 - 1) The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
 - 2) When providing services to youth, the Contractor shall ensure that requirements of WAC 388-06-0170 are met.
- 1.3 **Non-discrimination Notices.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability.
- 1.4 **Service to Ethnic Minorities.** The Contractor shall provide services designed and delivered in a manner sensitive to the needs of all diverse populations. The Contractor shall initiate actions to ensure or improve access, retention, and

cultural relevance of prevention or other appropriate services for ethnic minorities and other diverse populations in need of prevention services.

- 1.5 **Continuing Education.** Ensure that continuing education is provided for employees of any entity providing prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).
- 1.6. **Liability.** Within ten (10) business days, Business Associate must notify Kitsap County of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform Kitsap County of the outcome of that action.
- 1.7 **Records.** All fiscal and clinical records pertaining to services delivered under the terms of this contract shall be maintained for a minimum of seven (7) years. The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.
- 1.8 **Termination.** Termination of a contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
 - A. Service applications and recipients will be informed of their right to a grievance in the case of:
 - 1) Denial or termination of service.
 - 2) Failure to act upon a request for services with reasonable promptness.
 - 3) Audit requirements – OMB 2 CFR, Part 200, Subpart F (A-133) audit requirements if applicable to the subcontractor.
 - 4) Authorizing facility inspection.
 - 5) Conflict of interest.
 - 6) Debarment and suspension certificate.
 - 7) HIPAA business Associate Agreement and Compliance adherence as outlined in the contract.
 - 8) Indemnification.
 - 9) Nondiscrimination in employment.
 - 10) Nondiscrimination in prevention activities.

- 11) Performance Based Contracts.
- 12) Providing data.
- 13) Records and reports.
- 14) Requirements outlined in the Data Sharing provision in the Contract.
- 15) Services provided in accordance with law and rule and regulation.
- 16) Minerva data input and reconciliation.
- 17) Treatment of assets.
- 18) Unallowable use of federal funds.

1.8 **On-Site Monitoring.** Kitsap County will conduct a review which shall include at least one (1) on-site visit, annually, to each contractor site providing services to monitor fiscal and programmatic compliance with contract performance criteria for the purpose of documenting that the contractors are fulfilling the requirements of the contract.

SECTION 2. FISCAL REQUIREMENTS

- 2.1 **Withhold Payment.** Failure of the Contractor to comply with terms of this contract shall give the County the right to withhold payment of any further funds under this contract.
- 2.2 **Reimbursement.** In the event that it is determined that any funds were disbursed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the County upon written demand. Neither payment of any funds under color of this contract, nor any other action of the County or its agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.
- 2.3 **Distribution by County Treasurer.** In the event of dissolution of the private non-profit corporation or arm thereof named herein as Contractor for services, or termination of contractual agreement for any reason named herein, or elimination of program elements by the Board of County Commissioners, or transference of program elements, then in that event any monies and/or funds and fees generated by Contractor by virtue of the existence of the services outlined herein, shall, after all legal and accountable liabilities have been duly satisfied, revert to the Kitsap County Treasurer for distribution by the Board of County Commissioners.
- 2.4 **Right to Hearing.** All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment of such other

actions contemplated in this Contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the County Commissioners for determination of the action and prior to commencement of any civil litigation by the Contractor.

2.5 Unallowable Costs. Unless an explicit and specific federal waiver is obtained, the following costs are **not** allowable under any contract that includes federal funds:

- A. Cost of hospital inpatient services.
- B. Cash payments to departmental clients.
- C. Cost of purchase or permanent improvement of land or facilities, other than minor remodeling.
- D. Cost of purchase of major medical equipment with an acquisition cost in excess of \$5,000.00.
- E. Costs used as cost-sharing or matching for other federal funds requiring non-federal matching funds.
- F. Cost of financial assistance for any entity which is not either public or non-profit.
- G. Carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
- H. Carry out any testing for the etiologic agent for acquired immune deficiency syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling.
- I. "EXCESS SALARY: The salary of an individual at a rate in excess of \$120,000 per year pursuant to Section 213 of P.L. 101.517."
- J. Any food expense that exceeds the GSA FY2018 Per Diem Rates for Washington. Reference: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=WA&fiscal_year=2018&zip=&city=bremerton

SECTION 3 CORRECTIVE ACTION PROCESS

3.1. Process. If the Contract Administrator finds indications of potential non-compliance during the contract review or audit process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

- A. **Informal Meeting.** Informal process wherein the Regional Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.

- B. Official Verbal Notification. If the informal meeting does not result in resolution, the County will contact the Contractor for the purpose of official verbal notification of possible non-compliance to establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.
- C. Written Summary. Within five (5) working days of such verbal notification, the County will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.
- D. Discussion. Within twenty (20) days of the date of the written notification, a discussion between County and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.
- E. Withhold Payments. If the County and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the County shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written, time-limited extension of the period to agree upon corrective action is issued by the County.
- F. Audit. Nothing in this section shall preclude audits by other duly authorized Representatives of the County, Department of Social and Health Services or state government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

SECTION 4. REPORTING REQUIREMENTS

- 4.1 All reports shall be submitted to the Contract Administrator to request payment for contracted services delivered during the previous month.
- 4.2 **Monthly Reports**. The requests are to be submitted to the Contract Administrator to request payment for contracted services delivered during the previous month. All requests must contain the following information:
 - A. County contract number.
 - B. Total dollar amount of contract.
 - C. Total payments year-to-date.
 - D. Payment requested this month.
 - E. Balance outstanding after payment.
 - F. Name and mailing address of Contractor.
 - G. All requests must be signed by the director of the Contractor and must be on the County reimbursement form.

4.3 Audit Requirements. Independent Audits will be submitted annually to the Contract Administrator in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine at a minimum the fiscal integrity of the financial transaction and reports of the Contractor. Copies of the audit and management letter shall be submitted to the Kitsap County Human Services Department within 9 months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization which:

- A. In performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and Contractor mutually agree will produce and audit which meets the requirements described in items B and C below.
- B. Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- C. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of OMB Circular A-133 as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.
- D. The Contractor shall submit two (2) copies of the audit and the management letter directly to the County immediately upon completion. The audit must be accompanied by documentation indicating the Contractor's Board of Directors has reviewed the audit.

4.4 Suspension, Debarment, and Lobbying. The Contractor shall certify, on a separate form (Attachment E), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment F), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

4.5 CFR §200.112 Conflict of interest.

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

4.6 Comply with Omnibus Crime Control and Safe Streets Act of 1968

Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C,D,E, and G, and 28 CFR Parts 35 and 39. (go to www.oip.usdoj.gov/ocr/.)

4.7 HIPAA Compliance

HIPAA Compliance

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

14. Definitions.

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or

employment records held by a Covered Entity in its role as employer.

- I. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
15. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
16. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to

the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

17. Individual Rights.

a. Accounting of Disclosures.

- (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

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

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

18. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
19. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
20. **Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for

violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

21. Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

22. Miscellaneous Provisions.

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

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

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

h. Data stored for backup purposes.

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

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

Data stored on:	Will be destroyed by:
------------------------	------------------------------

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

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

ATTACHMENT B: BUDGET SUMMARY

Kitsap Public Health District KC-083-18 4/1/18 – 6/30/18					
Expenditure Cost	Fund Source	Time Period	Previous Budget	Changes this Contract	Current Budget
Nurse-Family Partnership Program Staff hours	WA State Dedicated Marijuana Funds	4/1/18 – 6/30/18	0		20,625.00
Total			0.00	0.00	\$20,625.00

ATTACHMENT C: PARTICIPANT INFORMATION FORM

Participant Information Form

<i>For Official Use Only</i>
Program Name: _____
Activity Log: _____
Date Collected: _____
General Participant Type: (please choose one)* <input type="checkbox"/> Individual <input type="checkbox"/> Mentor <input type="checkbox"/> Mentee
1. Participant Status: (please choose one)* <input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Withdrawn <input type="checkbox"/> Completed

Instructions: Please fill in the following information for each participant receiving services. (* indicates the field is required)

2. **First Name:*** _____
3. **Last Name:*** _____
4. **Date of Birth:** (mm/dd/yyyy)* _____
5. **Address:** _____
6. **Address 2:** _____
7. **City:*** _____ 8. **State:*** _____ 9. **Zip Code:*** _____
10. **Gender:***(please choose one) Male Female Unknown/Refused to state
11. **Age at first service:*** _____
12. **Race:*** (please choose one)
- | | | |
|--|---|---|
| <input type="checkbox"/> American Indian
Alaskan Native | <input type="checkbox"/> Asian – Japanese | <input type="checkbox"/> Native Hawaiian/Other Pacific
Islander – Guamanian or
Chamorro |
| <input type="checkbox"/> Asian – Asian Indian | <input type="checkbox"/> Asian – Korean | <input type="checkbox"/> White |
| <input type="checkbox"/> Asian – Chinese | <input type="checkbox"/> Asian – Vietnamese | <input type="checkbox"/> Two or more races |
| <input type="checkbox"/> Asian – Filipino | <input type="checkbox"/> Asian – Other | <input type="checkbox"/> Other race |
| | <input type="checkbox"/> Black | |

Participant Information Form

13. Hispanic, Latino/Latina or Spanish national origin: (please choose one)*

- | | |
|---|--|
| <input type="checkbox"/> Not Hispanic, Latino(a) or Spanish | <input type="checkbox"/> Cuban |
| <input type="checkbox"/> Mexican, Mexican American or Chicano | <input type="checkbox"/> Other Hispanic, Latino, or Spanish Origin |
| <input type="checkbox"/> Puerto Rican | <input type="checkbox"/> Hispanic Ethnicity Unknown |

14. Transgender: (please choose one)

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Transgender | <input type="checkbox"/> Not transgender |
|--------------------------------------|--|

15. Sexual Orientation: (please choose one)

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Straight | <input type="checkbox"/> Queer |
| <input type="checkbox"/> Gay/Lesbian | <input type="checkbox"/> Gender Neutral |
| <input type="checkbox"/> Bisexual | <input type="checkbox"/> Two-spirit |
| <input type="checkbox"/> Questioning | <input type="checkbox"/> Choose not to identify |

16. Primary language spoken at this person's home: (please choose one)

- | | | | |
|----------------------------------|----------------------------------|--------------------------------|----------------------------------|
| <input type="checkbox"/> English | <input type="checkbox"/> Spanish | <input type="checkbox"/> Other | <input type="checkbox"/> Unknown |
|----------------------------------|----------------------------------|--------------------------------|----------------------------------|

17. If English is the primary language spoken at this participants home, indicate how well spoken: (please choose one)*

- | | |
|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Very well | <input type="checkbox"/> Not at all |
| <input type="checkbox"/> Well | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Not well | |

18. Living in poverty? (please choose one)

- | | | |
|------------------------------|-----------------------------|----------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
|------------------------------|-----------------------------|----------------------------------|

19. Does participant (or if child/dependent does the parent/guardian) serve in the military?

- | | |
|--|--|
| <input type="checkbox"/> Currently serve in the armed forces | <input type="checkbox"/> Served in the past, but not currently |
| <input type="checkbox"/> Currently serve in the reserves | <input type="checkbox"/> Never served in Armed Forces, Reserves, or National Guard |
| <input type="checkbox"/> Currently serve in the National Guard | <input type="checkbox"/> Military status unknown |

**ATTACHMENT E: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

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

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

**CONTRACTOR: KITSAP PUBLIC
HEALTH DISTRICT**

Name: 

Title: ADMINISTRATOR

DATE: 6/5/2018

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

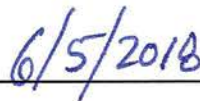
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

KITSAP PUBLIC HEALTH DISTRICT

Contractor Organization



Signature of Certifying Official



Date