SALISH BEHAVIORAL HEALTH ORGANIZATION

REQUEST FOR PROPOSAL

2019-123

REGIONAL CRISIS LINE

Submission Deadline:
Thursday, April 4, 2019 3:00 PM
SALISH BHO REQUEST FOR PROPOSAL
REGIONAL CRISIS LINE SERVICES

CONTENTS

I. SALISH BHO REQUEST FOR PROPOSAL ................................................................. 3
II. REQUEST FOR PROPOSAL SUMMARY .............................................................. 3
III. INTRODUCTION .................................................................................................. 3
IV. PLANNING SCHEDULE ...................................................................................... 3
V. APPLICANT ELIGIBILITY .................................................................................... 4
VI. PERIOD OF PERFORMANCE .............................................................................. 4
VII. PROPOSAL SUBMISSION .................................................................................. 4
VIII. PROGRAM ELEMENTS .................................................................................... 4
IX. REVIEW AND SELECTION CRITERIA .............................................................. 7
X. GENERAL PROPOSAL REQUIREMENTS .......................................................... 7
XI. ATTACHMENTS .................................................................................................. 10
    ATTACHMENT A: PROPOSAL COVER SHEET ................................................. 10
    ATTACHMENT B: REGIONAL CRISIS LINE SERVICES RFP TABLE .............. 11
    ATTACHMENT C-1: TELEPHONE ACCESS STANDARDS .............................. 13
    ATTACHMENT C-2: APPLICABLE WASHINGTON ADMINISTRATIVE CODE 14
    ATTACHMENT C-3: ASO MODEL CONTRACT .................................................. 16
    ATTACHMENT D-1: SALISH BEHAVIORAL HEALTH ORGANIZATION
        STANDARD CONTRACT .................................................................................. 17
    ATTACHMENT: D-2 – SPECIAL TERMS AND CONDITIONS .......................... 18
    ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT ............................... 19
    ATTACHMENT F: DATA SECURITY REQUIREMENTS ...................................... 27
    ATTACHMENT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
        AND OTHER RESPONSIBILITY MATTERS .................................................. 46
    ATTACHMENT H: CERTIFICATION REGARDING LOBBYING ....................... 47
SALISH BHO
REQUEST FOR PROPOSAL SUMMARY

Crisis Services

I. INTRODUCTION

The Salish Behavioral Health Organization (SBHO) is requesting proposals for the provision of regional crisis line services across Kitsap, Clallam, and Jefferson Counties.

Proposal Deadline:

This Request For Proposal (RFP) is available on the Internet at https://www.kitsapgov.com/das/Pages/Online-Bids.aspx or by contacting Colby Wattling at: Kitsap County Department of Administrative Services, 614 Division Street, MS-07, Port Orchard, Washington 98366; 360.337.7036; or email: cwattling@co.kitsap.wa.us. SBHO reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Questions about the program content of the Request for Proposal contact Jolene Kron at jkron@co.kitsap.wa.us

II. PLANNING SCHEDULE

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 12, 2019</td>
<td>RFP Packet Available</td>
</tr>
<tr>
<td>April 4, 2019 3:00 pm</td>
<td>Proposal Deadline</td>
</tr>
<tr>
<td>April 5-10, 2019</td>
<td>SBHO Review</td>
</tr>
<tr>
<td>April 15-30, 2019</td>
<td>SBHO Advisory Board Committee Reads and Evaluates Proposals and Recommend Awards</td>
</tr>
<tr>
<td>May 3, 2019</td>
<td>Present committee recommendations to SBHO Advisory Board</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td>Present recommendations to SBHO Executive Board</td>
</tr>
</tbody>
</table>
III. APPLICANT ELIGIBILITY

SBHO intends to contract with for-profit or non-profit entities to provide regional crisis line services with the 3-county region served by the Salish BHO including Clallam, Jefferson and Kitsap Counties. Estimated monthly call volume is approximately 850.

IV. PERIOD OF PERFORMANCE

The period of performance for services solicited under this RFP was anticipated to begin August 1, 2019 and ends June 30, 2020. Planning period August 1, 2019 through December 31, 2019 with full implementation no later than January 1, 2020.

V. PROPOSAL SUBMISSION

All responses to this Request for Proposals (RFP) must be complete. All proposals shall be on plain white bond paper (8.5 x 11 inches) and stapled once in the upper left corner. No binding or folders will be accepted. Binder clips may be used to keep pages together. The original response and five (5) additional copies with one electronic form (CD/disk or thumb drive), including all supporting material, must be sealed in an envelope or box and submitted to:

Please submit by mail to: OR For hand delivery, express, or courier:
Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Please ensure that the box or envelope has this address clearly marked on it.

Applications received after 3:00 P.M. April 4, 2019 will not be accepted

VI. PROGRAM ELEMENTS

A. Proposal Format

In order to be considered, proposers must supply all the information requested. The proposal must contain the following sections in order for each individual program proposed:

1. Proposal Cover Sheet. (Attachment A)
2. Program Activities and Services Narrative (limited to 10 typed pages using 12-point font).
3. Fiscal Proposal (Limited to 3 pages using 12-point font)
4. Organizational Capability Narrative (limited to 4 typed pages using 12-point font - not including resumes and organizational chart).

5. Debarment/Suspension Certificate (Attachment G).


7. Bonding and Insurance Certificates/Assurances.

B. Proposal Contents
All responses must contain sufficient information necessary to thoroughly describe the program design and operation.

1. Proposal Cover Sheet (Attachment A)

2. Services Narrative (Limited to 10 pages)
The program narrative should include a thorough description of all activities listed below.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ability to track phone calls with average speed of answer less than 30 seconds</td>
</tr>
<tr>
<td>2.</td>
<td>Ability to track abandonment rate as callers who hang up after 30 seconds at 3% or less</td>
</tr>
<tr>
<td>3.</td>
<td>Provided by or under the supervision of a Mental Health Professional by trained individuals familiar with local resources. What strategies will the agency use to meet and adjust staffing requirements?</td>
</tr>
<tr>
<td>4.</td>
<td>Describe access to TTY and interpreter services</td>
</tr>
<tr>
<td>5.</td>
<td>Access to Supervision as written in WAC</td>
</tr>
<tr>
<td>7.</td>
<td>Respond to crisis calls 24 hours per day, 7 days per week, 365 days per year on a dedicated phone line</td>
</tr>
<tr>
<td>8.</td>
<td>Have written protocol regarding referral for inpatient care including DCR contact protocol and 911 contact protocol</td>
</tr>
<tr>
<td>9.</td>
<td>How the crisis hotline will utilize instant messaging technology to maximize call triage and incorporate the information into clients’ records.</td>
</tr>
<tr>
<td>10.</td>
<td>Speak to peer role in crisis calls, if any; ability to connect to warm line services</td>
</tr>
<tr>
<td>11.</td>
<td>Provide encounter data in 837P format. Discuss current understanding of data reporting requirements under this format. If not, describe internal data structure and willingness to participate in development of programs to meet reporting requirements.</td>
</tr>
<tr>
<td>12. Ability to provide next day coordination with community providers and managed care organizations</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>13. Receive and reference crisis plans for community members</td>
<td></td>
</tr>
<tr>
<td>14. Does the agency meet the requirement of being 200 miles or less from the community? If not, how to justify an exception for the agency.</td>
<td></td>
</tr>
<tr>
<td>15. Describe other program information you would like considered during the evaluation process?</td>
<td></td>
</tr>
</tbody>
</table>

3. **Fiscal Proposal:** (Limited to 5 pages)
   
   Provide a fiscal proposal including itemization of expected costs.

4. **Organizational Capability:** (Limited to 4 pages not including requested documents)
   
a. Describe your basic managerial and fiscal structure including program management, accounting, internal controls, program monitoring and evaluation, and any outside contractors to be utilized in the administration of the program. Provide an organizational chart and explain the relationship of your agency to any parent or sponsoring agency.

   b. Summarize the qualifications of key staff members who will implement this proposal. Describe how the staffing level is related to participant service levels. Please include an organizational chart.

   c. Briefly describe your agency's experience in the delivery of crisis line services.

   d. Attach copies of documents that demonstrate your agency can meet the insurance and bonding requirements outlined below. If self-insured, a letter from an authorized agency official so stating will substitute for the following:

   The County is named as an additional insured as respects this contract and such insurance as is carried by Contractor is primary over any insurance carried by the County. Evidence of said liability insurance shall be presented to the County at least 10 days prior to execution of this contract.

   The Contractor’s insurance policies contain a “Cross Liability” endorsement substantially as follows:

   The Contractor shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of $1,000,000 each occurrence and $2,000,000 aggregate.

   The amount of bonding coverage shall be equal to the highest monthly total advancement received during the past twelve months not to exceed $100,000. For new Contractors, the bonding amount will be set at the highest advance through check or draw down planned for the present grant year.

Submit these documents:
1. Copies of the insurance policies and/or bonding instruments.
2. Certificates of insurance and/or bonding.
3. Certificates of insurability and/or bonding, from a Washington State banker or insurance company, stating that the proposing agency may obtain the required insurance and bonding prior to the contract start date.

5. Debarment/Suspension Certificate: (Attachment H)
   Sign and date in the appropriate places on the form.

6. Certification Regarding Lobbying: (Attachment I)
   Sign and date in the appropriate places on the form.

VII. REVIEW AND SELECTION CRITERIA
A. Basic Minimum Criteria: The absolute minimum requirements of 1 and 2 below must be met before further consideration is given to a proposal.
   1. Proposals will be evaluated according to the information contained within the written proposal.

B. Program Design Elements:
   Proposals meeting the above minimum technical requirements will be further reviewed for program design elements. Each of the following criteria has equal weight:
   1. Potential effectiveness of the overall plan.
   2. The plan has clear performance measures and outcome expectations.
   3. The agency has demonstrated experience indicating likelihood to meet and exceed the performance goals, cost factors, quality of services and characteristics of participants identified in these instructions.
   4. The proposed staffing level for the planned services is adequate.

C. Cost/Price Reasonableness:
   Proposals will be evaluated for cost/price reasonableness. The price will be judged based on a comparison of prices among competing proposals. Price will also be compared to past prices offered by similar services, if applicable. Cost reasonableness will be judged by means of line item budget analysis. Line items will be reviewed for necessary and reasonable costs. This criterion has equal weight among those listed in B. above.

VIII. GENERAL PROPOSAL REQUIREMENTS
A. Authorship
   Proposals developed with the assistance of organizations or individuals outside the bidder's own organization should be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. All proposals submitted become the property of the SBHO, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Independent Price Determination
The proposer guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This section does not preclude or impede the formation of a consortium of agencies which intend to respond to this RFP.

C. **Subcontracting**

Proposers must include any plans for subcontracting of services or activities of the program. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. The SBHO reserves the right to approve all subcontractors.

D. **Rejection of Proposal**

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The SBHO reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the SBHO to do so.

E. **Appeal Process**

Any agency may appeal the selection of proposals by filing a complaint under the SBHO’s Complaint & Grievance System. System procedures may be obtained from the SBHO upon request.

F. **Cancellation of Award**

The SBHO reserves the right to cancel an award immediately if new State or Federal regulations or Health Care Authority determinations make it necessary to substantially change the project purpose or content or prohibit such a project.

G. **Price Warranty**

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

H. **Waivers**

The right is reserved by the SBHO to waive specific terms and conditions contained in this Request for Proposals. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

I. **Addenda to the Request for Proposals**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

J. **Publicity**

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the proposer without obtaining prior written approval of the SBHO.
K. **Limitation**
This Request for Proposals does not commit the SBHO to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

L. **Signature**
The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

M. **Contract Award**
The SBHO may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. The SBHO reserves the right to request additional data, discussion or presentation in support of written proposals.
IX. ATTACHMENTS

ATTACHMENT A: PROPOSAL COVER SHEET

SALISH BHO Regional Crisis Line Services

Legal name of Company/Agency:

Doing Business as:

Street Address:

City, State, Zip Code:

Authorized Representative:

Title

Phone/Fax:

Program Address, if different than above:

Email Address:

DUNS#: 
## ATTACHMENT B: REGIONAL CRISIS LINE SERVICES RFP TABLE

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ability to track phone calls with average speed of answer less than 30 seconds</td>
<td>Telephone Access Standards</td>
</tr>
<tr>
<td>2. Ability to track abandonment rate as callers who hang up after 30 seconds. 3% or less</td>
<td>Telephone Access Standards; ASO model contract</td>
</tr>
<tr>
<td>3. Provided by or under the supervision of a Mental Health Professional by trained individuals familiar with local resources. What strategies will the agency use to meet and adjust staffing requirements?</td>
<td>WAC 246-341-0900 2a; WAC 246-341-0900 2b</td>
</tr>
<tr>
<td>4. Must have access to TTY and interpreter services as needed</td>
<td></td>
</tr>
<tr>
<td>5. Access to Supervision as written in WAC</td>
<td>WAC 246-341-0900 2c</td>
</tr>
<tr>
<td>6. Meet documentation standards for crisis calls. Describe the agency screening process.</td>
<td>WAC 246-341-0900 4 a, b, c; WAC 246-341-0905 2 a-d</td>
</tr>
<tr>
<td>7. Respond to crisis calls 24 hours per day, 7 days per week, 365 days per year on a dedicated phone line</td>
<td>WAC 246-341-0905 a; ASO model contract 16.3</td>
</tr>
<tr>
<td>8. Have written protocol regarding referral for inpatient care including DCR contact protocol and 911 contract protocol</td>
<td>WAC 246-341-0905 b</td>
</tr>
<tr>
<td>9. How the crisis hotline will utilize instant messaging technology to maximize call triage and incorporate the information into clients’ records.</td>
<td>ASO model contract</td>
</tr>
<tr>
<td>10. Speak to peer role in crisis calls, if any; Ability to access warm line services</td>
<td>WAC 246-341-0920</td>
</tr>
<tr>
<td>11. Ability to provide encounter data in 837P format. Discuss current understanding of data reporting requirements under this format. If not, describe internal data structure and willingness to participate in development of programs to meet reporting requirements.</td>
<td>ASO model contract</td>
</tr>
<tr>
<td>12. Ability to provide next day coordination with community providers and managed care organizations</td>
<td>ASO model contract 16.3</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>13. Receive and reference crisis plans for community members</td>
<td>ASO model contract 16.3</td>
</tr>
<tr>
<td>14. Does the agency meet the requirement of being 200 miles or less from the community? If not, how to justify an exception for the agency.</td>
<td>ASO model contract 16.3</td>
</tr>
<tr>
<td>15. Describe other program information you would like considered during the evaluation process?</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C-1: TELEPHONE ACCESS STANDARDS

Performance Measures for screening and triaging:

- Telephones are answered by a live voice within 30 seconds.
  - If there is no automated system, the 30 seconds measurement begins from the first ring.
  - If there is an automated system, the 30 seconds measurement begins from the second the caller selects a specific automated option.
- Abandonment rate is within 3 percent. This rate is determined by the number of callers who hang up after 30 seconds divided by the total number of calls. Hanging up during the automated system is also considered an abandonment.
- Valid methods are used to gather and analyze data
- Performance measures are reflected quarterly

Also please note that if a virtual hold and call-back system is engaged consider the following:

- If this virtual system is used any call back process is considered outside of the 30 second period, and thus the call is considered as outside the 30 second measurement.
- If the virtual system results in a returned call and the caller answers the call is not considered as abandoned.
- If the virtual system results in a returned call and caller does not answer the call is considered abandoned.
ATTACHMENT C-2: WASHINGTON ADMINISTRATIVE CODE
SECTION NINE—CRISIS OUTPATIENT MENTAL HEALTH SERVICES

WAC 246-341-0900 Crisis mental health services—General. Crisis mental health services are intended to stabilize an individual in crisis to prevent further deterioration, provide immediate treatment and intervention in a location best suited to meet the needs of the individual, and provide treatment services in the least restrictive environment available. An agency certified to provide crisis mental health services must meet the general requirements in WAC 246-341-0300 through 246-341-0650 except the initial assessment, individual service plan, and clinical record requirements in WAC 246-341-0610, 246-341-0620, and 246-341-0640.

(1) Crisis services include:
   (a) Crisis telephone support;
   (b) Crisis outreach services;
   (c) Crisis stabilization services;
   (d) Crisis peer support services; and
   (e) Emergency involuntary detention services.

(2) An agency providing any crisis mental health service must ensure:
   (a) All crisis services are provided by, or under the supervision of, a mental health professional;
   (b) Each staff member working directly with an individual receiving any crisis mental health service receives:
      (i) Clinical supervision from a mental health professional; and
      (ii) Annual violence prevention training on the safety and violence prevention topics described in RCW 49.19.030. The staff member's personnel record must document the training.
   (c) Staff access to consultation with one of the following professionals who has at least one year's experience in the direct treatment of individuals who have a mental or emotional disorder:
      (i) A psychiatrist;
      (ii) A physician;
      (iii) A physician assistant; or
      (iv) An advanced registered nurse practitioner (ARNP) who has prescriptive authority.

(3) Subsection (2)(c) of this section does not apply to agencies that only provide crisis telephone services.

(4) Documentation of a crisis service must include the following, as applicable to the crisis service provided:
   (a) A brief summary of each crisis service encounter, including the date, time, and duration of the encounter;
(b) The names of the participants; and
(c) A follow-up plan, including any referrals for services, including emergency medical services.

(5) An agency must ensure crisis services:
(a) Are, with the exception of stabilization services, available twenty-four hours a day, seven days a week;
(b) Include family members, significant others, and other relevant treatment providers, as necessary, to provide support to the individual in crisis;
(c) Are provided in a setting that provides for the safety of the individual and agency staff members; and
(d) Require that trained staff remain with the individual in crisis in order to provide stabilization and support until the crisis is resolved or referral to another service is accomplished. NEW SECTION

WAC 246-341-0905 Crisis mental health services—Telephone support services. Mental health telephone support services are services provided as a means of first contact to an individual in crisis. These services may include de-escalation and referral.

(1) In addition to meeting the general requirements for crisis services in WAC 246-341-0900, an agency certified to provide telephone support services must:
(a) Respond to crisis calls twenty-four-hours-a-day, seven days-a-week;
(b) Have a written protocol for the referral of an individual to a voluntary or involuntary treatment facility for admission on a seven-day-a-week, twenty-four-hour-a-day basis, including arrangements for contacting the designated crisis responder;
(c) Assure communication and coordination with the individual's mental health care provider, if indicated and appropriate; and
(d) Post a copy of the statement of individual rights in a location visible to staff and agency volunteers.

(2) An agency must document each telephone crisis response contact made, including:
(a) The date, time, and duration of the telephone call;
(b) The relationship of the caller to the person in crisis, for example self, family member, or friend;
(c) Whether the individual in crisis has a crisis plan; and
(d) The outcome of the call, including:
   (i) Any follow-up contacts made;
   (ii) Any referrals made, including referrals to emergency or other medical services; and
   (iii) The name of the staff person who took the crisis call.
ATTACHMENT C-3: ASO MODEL CONTRACT

16.3 Crisis System Operational Requirements

16.3.1 Crisis Services shall be available twenty-four hours a day, seven days a week.

16.3.1.1 Mobile crisis outreach shall respond within two (2) hours of the referral to an emergent crisis and within twenty-four (24) hours for referral to an urgent crisis.

16.3.2 The Contractor shall provide a toll free line that is available twenty-four hours a day, seven days a week, to provide crisis intervention and triage services, including screening and referral to a network of providers and community resources.

16.3.2.1 The toll-free crisis line shall be a separate number from the Contractor’s customer service line.

16.3.3 Individuals shall be able to access crisis services without full completion of Intake Evaluations and/or other screening and assessment processes. Telephone crisis support services will be provided in accordance with WAC 246-341-0905 and crisis outreach services will be provided in accordance with WAC 246-341-0910.

16.3.4 The Contractor shall establish registration processes for non-Medicaid Individuals utilizing crisis services to maintain demographic and clinical information and establish a medical record/tracking system to manage their crisis care, referrals, and utilization.

16.3.5 The Contractor shall establish protocols for providing information about and referral to other available services and resources for individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous).

16.3.6 The Contractor shall ensure that Crisis Service providers document calls, services, and outcomes. The Contractor shall comply with record content and documentation requirements in accordance with WAC 246-341-0900.
ATTACHMENT D-1: SALISH BEHAVIORAL HEALTH ORGANIZATION STANDARD CONTRACT

Contract Number: KC-XXX-17

Contractor:

Amount:

Contract Term: 

Purpose: This contract is entered into for the purpose of ensuring regional crisis line services to Kitsap, Clallam, and Jefferson Counties.

This contract is made between Contractor Name (hereinafter “Contractor”) and the Salish Behavioral Health Organization (hereinafter “SBHO”). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of this contract on behalf of the SBHO.

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement, Data Security Requirements and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

SALISH BEHAVIORAL HEALTH ORGANIZATION, By KITSAP COUNTY BOARD OF COMMISSIONERS, Its Administrative Entity

CONTRACTOR:
Name:
Title:
I attest that I have the authority to sign this contract on behalf of:
DATE:
SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment D, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHO.

2. Contractor shall obtain written approval for assignment from the SBHO Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
   a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
      o Compliance with applicable terms and conditions of this contract;
      o Compliance with all applicable law; and.
      o Provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.

2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.

3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

2. Contractor shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
3. Contractor shall comply with applicable federal, state, local and SBHO policies, procedures and practices.

4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. **Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Organization, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. “Claim” means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys’ fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom.

Contractor’s duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor’s or any subcontractor’s officers, employees or agents. Contractor’s duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

F. **Insurance**

1. For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required
herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to Program Lead, Salish Behavioral Health Organization Kitsap County Department of Human Services 614 Division Street, MS-23 Port Orchard, WA 98366.

2. The Contractor’s insurer shall have a minimum A.M. Best’s Rating of A-VII.

3. Coverage shall include the following terms and conditions:
   a. The policy shall be endorsed and certificate shall reflect that the SBHO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor’s General Liability Policy with respect to the activities under this Contract.
   b. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor’s liability.
   c. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHO shall be excess and not contributory insurance to that provided by the Contractor.
   d. If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.
   e. SBHO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHO; and SBHO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.

4. The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.
a. Fidelity bonding secured pursuant to this contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.

b. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

5. Workers’ Compensation and Employer Liability. The Contractor will maintain workers’ compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over $50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than $1 million.

6. The Contractor shall have insurance coverage and limits as follows:

a. Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

**COVERAGE LIMITS OF LIABILITY**

**Comprehensive General Liability Insurance**

a. Bodily Injury Liability $1,000,000 each occurrence

b. Property Damage Liability $1,000,000 each occurrence

OR

c. Combined Bodily Injury/Property Damage Liability $2,000,000 aggregate

**Comprehensive Automobile Liability Insurance**

a. Bodily Injury Liability $1,000,000 each person $1,000,000 each occurrence

b. Property Damage Liability $1,000,000 each occurrence

OR

c. Combined Single Limit Coverage of $2,000,000

b. Professional Liability Insurance with limits of not less than:

Professional Liability Insurance $1,000,000 each occurrence

G. **Conflict of Interest**

Contractor agrees to avoid organizational conflict of interest and the Contractor’s employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
H. Documentation

1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the SBHO and such equipment shall be so identified.

3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.

4. The SBHO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, onsite inspection by SBHO agents or employees, inspection of all records or other materials which the SBHO deems pertinent to this contract and its performance, except those deemed confidential by law.

5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHO. Such material will be delivered to the SBHO upon request.

SECTION II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHO provides for
SBHO employees. It is understood that the SBHO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHO and shall be subject to SBHO’s general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor’s officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION III. MODIFICATION

No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION IV. TERMINATION

A. **Failure to Perform**

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. **Without Cause**

Either party to this contract may elect to terminate this contract without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.
C. **Funding**

The SBHO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

**SECTION V. LEGAL REMEDIES**

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

**SECTION VI. VENUE AND CHOICE OF LAW**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

**SECTION VII. WAIVER**

No official, officer, employee, or agent of SBHO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHO to thereafter enforce each and every provision.

**SECTION VIII. NOTICES**
All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Point of Contact
Contractor
Address
City, State Zip

Stephanie Lewis, SBHO Regional Administrator
Contract Administrator
Kitsap County
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION IX. PAYMENTS

A. All payments to be made by Kitsap County, on behalf of the SBHO, under this agreement shall be made to: Contractor, City of , County of , State of Washington.

B. This contract shall not exceed the amount set forth in the contract budget, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHO's disallowed cost resolution process.

SECTION X. DURATION

The Contractor is authorized to commence providing services pursuant to this contract.

SECTION XI. WHOLE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION XII. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

SECTION XIII. ATTACHMENTS.
The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment D-2 – Special Terms and Conditions
Attachment E – Business Associate Agreement
Attachment F – Data Security Requirements
Attachment G – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment H – Certification Regarding Lobbying

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement, Data Security Requirements and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget.
ATTACHMENT D-2: SPECIAL TERMS AND CONDITIONS

A. Program Requirements

1. Client Service

   a. The Contractor’s performance during each calendar quarter, in terms of clients served, client outcomes, client service hours, clinical services, and contract expenditures, will be reviewed.

   b. A deviation below the standards established in the SBHOs policies and procedures and Quality Improvement Plan will initiate the corrective action process as outlined below, Corrective Action Process.

   c. The Contractor will be out of compliance with this contract if such deviation exists at the end of this contract period.

2. Public Record

   All records required to be maintained by this contract or by state law, except medical, treatment and personnel records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Health Care Authority, or his delegate; and Contract Administrator for the purpose of program review, evaluation and comparative cost studies.

   All medical and/or treatment information, records, and data collected in connection with this contract shall be protected from unauthorized disclosure in accordance with 45 CFR 431.300 through 431.307, 42 CFR Part 2, and RCW 70.02, 71.24 and 71.34.

3. Records Retention

   Records Retention during the term of this Agreement is for ten (10) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later.

   a. The Contractor shall maintain records sufficient to:

      (1) Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.
(2) Document performance of all acts required by law, regulation, or this Agreement.

(3) Substantiate the Contractor’s statement of its organization’s structure, tax status, capabilities, and performance.

(4) Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor’s invoices to SBHO and all expenditures made by the Contractor to perform as required by this Agreement.

4. 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 Health Care Authority 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 Health Care Authority, 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.

5. Non-discrimination

a. Health Care Authority Plan

The Contractor shall comply with all pertinent sections of the Health Care Authority' Non-Discrimination Plan, or develop a time line for accomplishing full compliance.

b. 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.

6. Executive Order No. 11246

a. Compliance

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 (State Equal Opportunity Orders) and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Health Care Authority and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

b. Non-compliance

In the event of Contractor non-compliance with the Equal Opportunity Clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in the above Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided in law.

7. Compliance with Laws

The Contractor shall comply with RCW Chapter 71, as well as with all applicable Federal and State Statutes, administrative codes, and SBHO policies.

B. Fiscal Requirements

1. Withhold Payment

Failure of the Contractor to comply with the terms of this contract shall give the SBHO the right to withhold payment of any further funds under this contract.

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 SBHO upon written demand. Neither payment of any funds under color of this contract, nor any other action of the SBHO or its officials, officers,
agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

3. **Distribution by Kitsap 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 SBHO Executive Board, 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 SBHO Executive Board for community mental health services.

4. **Modify Funding**

   Change of funding base in this contract may be made by the SBHO upon ten (10) days written notice to the Contractor, provided that such changes are necessitated by reduced funding or loss of program.

5. **Termination by Default**

   In the event that this contract is terminated by default, no notice of termination shall be required.

6. **Right to Hearing**

   All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment or 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 SBHO Executive Board for determination of the action and prior to commencement of any civil litigation, by the Contractor.

7. **Evaluation**

   a. The Contractor will cooperate with the SBHO in the evaluation of the Contractor's program and to make available all information required by any such evaluation process.

   b. The SBHO will give reasonable notice prior to such an evaluation and take into consideration the time required to provide data not routinely collected.

   c. The evaluation will be based on goals and objectives and performance standards as established by the State, SBHO, reporting requirements and operating budget under this contract.
8. Audit Requirements

a. Nothing in this section shall preclude audits by other duly authorized representatives of the SBHO, Department of Social and Health Services or state government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

b. Independent Audits will be submitted annually to the Kitsap County Department of Human Services 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 Kitsap County Department of Human Services within 9 months of the end of the Contractor's fiscal year.

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

(1) Is 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 an audit which meets the requirements described in items 2 and 3 below.

(2) Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.

(3) 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.

(4) The Contractor shall submit a copy of the audit and the management letter directly to the SBHO Administrator immediately upon completion.

9. Suspension, Debarment, and Lobbying
The Contractor shall certify, on a separate form (Attachment H), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor shall actively monitor its employees for excluded status in accordance with the SBHOs Policies and Procedures. Also, the Contractor, on a separate form (Attachment I), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

C. Corrective Action Process

The SBHO conducts a variety of reviews of Contractors, including but not limited to clinical reviews, administrative reviews, fiscal reviews, and encounter data validation. During the course of any review conducted, if a significant deviation from expected performance is noted, the SBHO will request the agency to provide a Corrective Action Plan. SBHO staff will work with agency staff in creating Corrective Action Plans when requested.

If the Contract Administrator finds indications of ongoing potential non-compliance during the contract monitoring processes 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:

1. 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.

2. Official Verbal Notification

If the informal meeting does not result in resolution, the SBHO will contact the Contractor for the purpose of official verbal notification of possible noncompliance to establish a date when representatives of the SBHO and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.

3. Written Summary

Within five (5) working days of such verbal notification, the SBHO 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.

4. Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHO and Contractor staff shall be conducted to address areas of noncompliance or potential non-compliance.
5. **Withhold Payments**

If the SBHO and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the SBHO 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 SBHO.

D. **Reporting Requirements**

All reports shall be submitted to the Contract Administrator. Meet all requirements and State and Federal requirements.

E. **Billing Procedures**

1. Contractor shall bill on a fee for service basis, or an alternative basis as outlined in its response to the Request for Proposals.
Attachment E: Business Associate Agreement

1. HIPAA Compliance.
   1.1. Definitions.

   1.1.1. “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.

   1.1.2. “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.

   1.1.3. “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.

   1.1.4. “Covered Entity” means THE SBHO, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

   1.1.5. “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.

   1.1.6. Electronic Protected Health Information (EPRH) 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.


   1.1.9. “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).

   1.1.10. “Minimum Necessary” means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

   1.1.11. “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 the re 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 USC 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

1.1.12. “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.

1.1.13. "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.

1.1.14. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

1.2. Compliance.

Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

1.3. Use and Disclosure of PHI.

Business Associate is limited to the following permitted and required uses or disclosures of PHI:

1.3.1. 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.

1.3.2. 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).

1.3.3. 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.

1.3.4. 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.

1.3.5. 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.

1.3.6. Improper Use or Disclosure of PHI. Business Associate shall report to the SBHO in writing all Uses or disclosures of PHI not provided for by this Contract within five (5) business days 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 the SBHO, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the improper Use or disclosure.

1.3.7. Failure to Cure. If the SBHO 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 the SBHO do not end the violation, the SBHO 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 the contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

1.3.8. Termination for Cause. Business Associate authorizes immediate termination of this Contract by the SBHO, if the SBHO determines that Business Associate has violated a material term of this Business Associate Agreement. SBHO 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.

1.3.9. 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 the SBHO, to the SBHO, Secretary of DHHS and/or to the SBHO for use in determining compliance with HIPAA privacy requirements.

1.3.10. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from the SBHO or THE SBHO, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of THE SBHO or the SBHO, Business Associate shall:

1.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

1.3.10.2. Return to the SBHO or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

1.3.10.3. 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;

1.3.10.4. 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

1.3.10.5. Return to the SBHO 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.

1.3.11. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

1.4. Individual Rights.

1.4.1. Accounting of Disclosures.

1.4.1.1. 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.

1.4.1.2. Within ten (10) business days of a request from the SBHO, Business Associate shall make available to the SBHO the information in Business Associate’s possession that is necessary for the SBHO 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 164.526(b)(1).

1.4.1.3. At the request of the SBHO 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.

1.4.1.4. 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.

1.4.2. Access

1.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by the SBHO or the Individual as necessary to satisfy the SBHO’s obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

1.4.2.2. When the request is made by the Individual to the Business Associate or if the SBHO 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 the SBHO, the Business Associate shall provide the records to the SBHO within ten (10) business days.

1.4.3. Amendment

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

1.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the SBHO or as necessary to satisfy the SBHO’s obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

1.5. Subcontracts and other Third Party Agreements.

In accordance with 45 CFR 164.502(e)(1)(i), 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)(3).

1.6. Obligations.

To the extent the Business Associate is to carry out one or more of the SBHO’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 the SBHO in the performance of such
obligation(s).

1.7. Liability.

Within ten (10) business days, Business Associate must notify the SBHO 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 the SBHO
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.

1.8. Breach Notification.

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

1.8.2. Business Associate will notify the SBHO Incident Manager within three (3)
business days by submitting an Incident Report in accordance with SBHO
Policy, or by telephone, 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).

1.8.3. Business Associate will notify the SBHO Incident Manager within Three (3)
business days by submitting an Incident Report in accordance with SBHO
Policy, or by telephone, 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 SBHO Incident Manager. Business Associate will coordinate and
cooperate with the SBHO to provide a copy of its investigation and other
information requested by the SBHO, including advance copies of any notifications required for the SBHO review before disseminating and verification of the dates notifications were sent.

1.8.4. If either the SBHO or the Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from the SBHO or involving SBHO clients:

1.8.4.1. 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;

1.8.4.2. 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;

1.8.4.3. 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

1.8.4.4. The SBHO will take appropriate remedial measures up to termination of this Contract.


1.9.1. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

1.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.
Attachment F: 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.

*Figure 1*
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/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:

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

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

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

________________________________________
Name:

________________________________________
Title:

________________________________________
DATE:
ATTACHMENT H: 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.

_________________________________________ Contractor

Organization

_________________________________________

Signature of Certifying Official Date