



**KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2019/2020**

Contractor \_\_\_\_\_  
 Project Title Community Youth and Adult Services  
 Contract Amount \$ Per published reimbursement schedule  
 Contract Period From: July 1, 2019 To June 30, 2021  
 DUNS No. (if applicable) N/A SAM No. (if applicable) N/A

THIS CONTRACT No. \_\_\_\_\_ is entered into by KING COUNTY (the “County”), and \_\_\_\_\_ (the “Contractor”) whose address is \_\_\_\_\_.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	Per published reimbursement schedule	7/01/19 – 6/30/20
FEDERAL Federal Catalogue No.	Per published reimbursement schedule	7/01/19 – 6/30/20
STATE	Per published reimbursement schedule	7/01/19 – 6/30/20
STATE – DVR	Per published reimbursement schedule	7/01/19 – 6/30/20
TOTAL	Per published reimbursement schedule	7/01/19 – 6/30/20

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

**I. Incorporation of Exhibits**

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
General Requirements	Attached hereto as Exhibit II
Community Inclusion Services	Attached hereto as Exhibit III
Performance Outcomes	Attached hereto as Attachment A
<u>Business Associate Agreement</u>	Attached hereto as Attachment B

**This form is available in alternate formats upon request for persons with disabilities.**

## **II. Term and Termination**

- A. This Contract shall commence on July 1, 2019, and shall terminate on June 30, 2021, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

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

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

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

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

## **III. Compensation and Method of Payment**

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall

initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice is received.

- C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

#### **IV. Internal Control and Accounting System**

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

#### **V. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

#### **VI. Maintenance of Records/Evaluations and Inspections**

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

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the

Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

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

#### **VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

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

#### **VIII. Audits**

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more during the Non-Federal entity's fiscal year in Federal awards, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION VIII. A.** and receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year (if applicable, see **SECTION VIII. E.**).
- C. Non-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) form 990 within 30 days of its being filed; and 2) a full set of annual internal financial statements.
- D. For-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual internal financial statements.
- E. A Contractor that is not subject to the requirements in **SECTION VIII. A.** may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

F. Send applicable audits, statements or forms per Sections A – E above to:  
[KC.Chris@kingcounty.gov](mailto:KC.Chris@kingcounty.gov).

#### **IX. Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

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

#### **X. Dispute Resolution**

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

#### **XI. Hold Harmless and Indemnification**

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

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all

claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C. To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

## **XII. Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance as described in this section including the link below, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives,

employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <http://www.kingcounty.gov/DCHS/contracts>. Contractors shall read and provide required insurance documentation prior to the signing of this Contract. Evidence of Insurance and endorsements shall be provided as described in EXHIBIT I.

### **XIII. Assignment/Subcontracting**

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

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

### **XIV. Nondiscrimination and Payment of a Living Wage**

- A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.
- B. During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/DCHS/contracts>.

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees



that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

#### **XV. Conflict of Interest**

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

#### **XVI. Equipment Purchase, Maintenance, and Ownership**

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

#### **XVII. Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.



The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

**XXVIII. Political Activity Prohibited**

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

**XXIX. King County Recycled Product Procurement Policy**

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

**XX. Future Support**

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

**XXI. Entire Contract/Waiver of Default**

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

**XXII. Contract Amendments**

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

**XXIII. Notices**

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

**XXIV. Services Provided in Accordance with Law and Rule and Regulation**

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

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

**XXV. Applicable Law**

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

**XXVI. No Third-Party Beneficiaries**

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

**XXVII. Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at <http://www.kingcounty.gov/DCHS/contracts> and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

**XXVIII. Emergency Response Requirements**

Within three months of the execution of the contract, the Contractor shall prepare and submit to the County the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to contractor operations such as a work stoppage.
- B. Continue operations during a prolonged even such as a pandemic.

By signing this contract, the contractor certifies they have read and agree to the additional emergency response requirements at the DCHS website at <http://www.kingcounty.gov/DCHS/contracts>

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONTRACTOR

FOR

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Date

**EXHIBIT I**  
**CONTRACTOR NAME**  
**CERTIFICATES OF INSURANCE/ENDORSEMENTS**  
**Placeholder – Certificate of Insurance**

**EXHIBIT II**  
**CONTRACTOR NAME**  
**GENERAL REQUIREMENTS**

**I. CONTRACTOR REQUIREMENTS**

A. Definitions and Additional General Requirements Incorporated by Reference

1. The definitions applicable to this Contract are at:  
<http://www.kingcounty.gov/DCHS/contracts>.
2. The Contractor shall review and comply with the applicable General Requirements associated with this Contract at: <http://www.kingcounty.gov/DCHS/contracts>.

B. Organizational Requirements

1. The Contractor shall provide Employment and Day Program services to persons determined eligible by the Washington State Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), subject to the availability of funding, and in accordance with the conditions of the participant's authorized Medicaid Waiver, as applicable.
2. The Contractor will ensure the organization's compliance with the following, which are incorporated by reference:

**Washington Administrative Codes (WACs) – <http://app.leg.wa.gov/wac>**

- 388-06      Background Checks
- 388-845     Washington State DSHS/DDA Home and Community Based Waivers

**Washington State Department of Social and Health Services,  
Developmental Disabilities Administration Policies -**

<https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

- 3.01      Service Plans
- 4.11      County Services for Working Age Adults, as applicable
- 5.01      Background Authorizations
- 5.02      Necessary Supplemental Accommodation
- 5.03      Client Complaints
- 5.05      Limited English Proficiency Clients
- 5.06      Client Rights
- 5.13      Protection from Abuse: Mandatory Reporting
- 5.14      Positive Behavior Support
- 5.15      Use of Restrictive Procedures

- 5.17 Physical Intervention Techniques
- 6.08 Mandatory Reporting Requirements for Employment and Day Program Services Providers
- 6.13 Provider Qualifications for Employment and Day Program Services
- 6.21 Provider Qualifications for Individualized Technical Assistance
- 7.05 Mortality Reviews
- 13.04 Disability Rights Washington Access to Client Records Maintained by DSHS/DDA
- 15.03 Community Protection Standards for Employment/Day Programs, as applicable

**The following documents found at:** <https://www.dshs.wa.gov/dda/county-best-practices>

- County Guide to Achieve DDA Guiding Values
- DSHS/DDA Criteria for Evaluation
- Disability Rights Washington (formerly Washington Protection and Advocacy System (WPAS)) Access Agreement

**DDA Guiding Values -**

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>

**Data Security Requirements -** <http://www.kingcounty.gov/DCHS/contracts>

**C. Staff Training Requirements**

1. The Contractor shall implement a training plan as required by the DSHS/DDA Criteria for Evaluation, and document, in writing, that all staff members have received training on each of the specific policies referenced within DSHS/DDA Policy 6.13, *Provider Qualifications for Employment and Day Program Services*, Sections C, E and K, as applicable. Training shall be completed for new employees, volunteers, and interns at hire, within the timeframes identified in DSHS/DDA policy 6.13. Additionally, DDA policies listed in Section (C) must be reviewed at least annually and when policies are updated.
2. If the Contractor serves participants in the Community Protection Program, additional staff training is required, per DSHS/DDA policy 15.03, Section C.
3. In the event free or low-cost community-based training events are not offered or available, the Contractor shall independently arrange, coordinate, and, if necessary, pay for all required training.

**D. Confidentiality**

1. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not

directly connected with the performance of the services contemplated there under, except:

- a. As provided by law; or,
  - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:
    - i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
    - ii. Physically securing any computers, documents, or other media containing the Confidential Information.
    - iii. When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data even if the Data is encrypted.
2. To the extent allowed by law, at the end of the contract term, or when no longer needed, the Contractor shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the County.
  3. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

## **II. IMPLEMENTATION OF AGENCY POLICIES AND PROCEDURES**

- A. The Contractor shall implement policies and procedures according to the DSHS/DDA Criteria for Evaluation and DDA policies referenced in this contract.
- B. The Contractor shall implement policies and procedures for the establishment and maintenance of adequate internal control systems; such written documentation shall be provided for information systems, personnel, and accounting/finance, and shall include sufficient detail such that operations can continue should staffing changes or absences occur.

## **III. BACKGROUND CHECKS**

- A. A background criminal history clearance is required at least every three years for all employees, subcontractors and/or volunteers who may have unsupervised access to vulnerable DSHS/DDA clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, Chapter 388-06 WAC, and DSHS/DDA Policy 5.01, *Background Checks*.

- B. If the Contractor elects to hire or retain a current or prospective employee, subcontractor or volunteer after receiving notice the current or prospective individual has a conviction for an offense would disqualify the individual from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County will deny payment for any subsequent services rendered by the disqualified individual provider.
- C. The DSHS Background Check Central Unit shall be utilized to obtain background clearance.
- D. The Contractor shall retain background checks and the associated authorization forms on file, consistent with the record retention requirements of this Contract.

#### **IV. REPORTING ABUSE AND NEGLECT**

The Contractor and its staff members are mandated reporters under RCW 74.34.020 (14) and must comply with reporting requirements described in RCW 74.34.035, and RCW 74.34.040 and Chapter 26.44 RCW. If the Contractor is notified by the County or DSHS that a staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

#### **V. SERVICE ORIENTATION AND DELIVERY**

The Contractor shall:

- A. Provide services to Participants who have been declared eligible by DSHS/DDA and referred to the agency. The Contractor may bill for services provided to a resident of another county when authorized by DDA.
- B. Provide services consistent with the service category identified on each participant's County Services Authorization (CSA), as applicable; changes in service category require an updated CSA, reflecting the new service category.
- C. Provide services that relate to the Person-Centered Service Plan (PCSP), DSHS/DDA Assessment including the PCSP, and/or Individual Habilitation Plan if the participant resides in an Intermediate Care Facility for Intellectual Disabilities (ICF/ID).
- D. Understand that the agency is not required to transport participants, and the provision of transportation is not a contracted or billable service. If the Contractor transports a participant, the Contractor assumes all associated risk and liability.
- E. If applicable per 42 CFR 483.410, for persons living in ICF/ID facilities, develop a plan and coordinate the Contractor's services with the facility on behalf of the ICF/ID resident. Such plans do not require County approval; however, the written plan shall document mutual agreement of the services to be provided by the Contractor and the facility.
- F. Document service delivery activity in a manner that is verifiable and consistent with applicable service plans.

#### **VI. CONTRACT MONITORING**

The Contractor and the County will engage in an onsite visit, at least once per biennium, to evaluate and review services delivered to reasonably assure compliance and quality. The Contractor shall provide information pertaining to this contract, as requested by the County.



## **VII. DISPUTE RESOLUTION**

In the event of a dispute between the parties, the Contractor and the County shall refer to the dispute resolution clause provided on page 5, Section X, and shall follow the DSHS dispute resolution process referenced on the DCHS website, <http://www.kingcounty.gov/DCHS/contracts>.

## **VIII. BILLING AND METHOD OF PAYMENT**

### **A. Billing**

The Contractor shall:

1. Submit monthly a billing package in a format provided or approved by the County and review the documents for accuracy and completeness prior to submitting them to the County. Billing information is at <http://kingcounty.gov/DCHS/contracts>.
2. Submit the monthly billing package by the due date specified in a billing schedule provided by the County.
3. Document all services billed to the County.
4. Report information as outlined in billing instructions provided by the County. This information serves as the Contractor's invoice for services rendered. The County may, at its option, withhold or recover reimbursement for any month for which the required reports have not been received, are incomplete, or inaccurate.
5. By signature of this Contract, agree to assign to the County its Medicaid billing rights for services to DSHS/DDA clients eligible under Title XIX programs.
  - a. Provide outcome information with the monthly billing reports.
  - b. Report all DSHS/DDA eligible participants they are serving on the Monthly Billing Report form, including participants for whom the Contractor is not claiming reimbursement from the County.

### **B. Method of Payment for Individual Employment (IE), Group Supported Employment (GSE), Community Inclusion (CI), and Individual Technical Assistance (ITA) services.**

1. The Contractor shall be compensated monthly:
  - a. Based upon actual service hours provided, up to the maximum authorized hours for each participant;
  - b. On a fee-for-service basis. One service unit equals one hour. An "hour" is at least fifty minutes of direct service. Partial hour to the quarter may be recorded; and
  - c. According to the rate specified in a reimbursement schedule provided by the County. The reimbursement schedule is at: <http://kingcounty.gov/DCHS/contracts>.
2. The Contractor may request an increase or decrease to a participant's service level based on a change in the support needs of the participant. The Contractor shall submit a County-approved service change request form to the County and the

appropriate DSHS/DDA Case Resource Manager (CRM). A service change request is effective if approved by the County and authorized by the DSHS/DDA CRM. The Contractor will not be reimbursed for services rendered prior to the effective date of the service level change.

3. The Contractor shall not request reimbursement from the County when the same services are paid for by the DSHS, Division of Vocational Rehabilitation (DVR) or any other source of public or private funding.

C. Staff Training Reimbursement

The Contractor may request reimbursement of staff training costs with written pre-approval from the County. Training costs submitted without written pre-approval by the County will not be reimbursed.

**EXHIBIT III**  
**CONTRACTOR NAME**  
**COMMUNITY INCLUSION SERVICES**

**I. PROGRAM DESCRIPTION**

A. Community Inclusion

1. Goals for Participants in Community Inclusion

- a. Provide effective prevention and intervention strategies for those most at risk and most in need to prevent or reduce more acute illness, high risk behaviors, incarceration, and other emergency medical or crisis responses.
- b. Promote greater involvement in the community providing services which focus on personal preference, bridge building, life enrichment, and use of generic facilities and resources.

2. Objectives for Community Inclusion Services

- a. Participants enrolled in Community Inclusion shall participate in activities within their community according to preference and interest as identified in the PCSP, and the annual plan prepared by the Contractor.
- b. Ensure health and safety, promote positive image and relationships in the community, and increase competence and individualized skill building.
- c. Occur individually or in a group of no more 2 or 3 participants with similar interests and needs.

**II. PROGRAM REQUIREMENTS FOR COMMUNITY INCLUSION SERVICES**

A. Community Inclusion services must adhere to the Home and Community Based settings requirements of 42CFR 441 530(a)(1), including:

1. Ensuring that the setting is integrated in and supports full access to the greater community;
2. Ensuring that the individual receives services in the community to the same degree of access as individuals not receiving Medicaid Home and Community Based Services (HCBS);
3. Ensuring that the setting provides opportunities to seek employment and work in competitive integrated settings;
4. Ensuring that the setting facilitates individual choice regarding services and supports, and who provides them; and
5. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCBS. These settings are presumed not to be home and community-based.

B. The Contractor shall:

1. Ensure that the participant receives up to the maximum service hours, per month, as identified in the participant's DDA PCSP. The PCSP is the driver for service. Service changes will not occur until the participant has received proper notification from DSHS/DDA.
2. Develop, distribute and maintain an individualized annual Community Inclusion plan and a six-month progress report for each participant. The annual plan and progress reports shall contain all minimum required elements, as described in the DDA Criteria for Evaluation. The plan must be signed by the participant and/or legal guardian, and must be distributed to each participant, the assigned DSHS/DDA Case Resource Manager (CRM), the guardian or NSA, as applicable, and others identified by the participant. Associated six-month reports do not require the signatures of the participant, legal guardian, or NSA.
3. Document the delivery of services; such services shall be consistent with the services identified in each participant's annual service plan and PCSP.
4. Contact each participant for whom they have a fully executed CSA according to the participant's needs or at least once per month.
5. If the Contractor has reason to terminate services or the participant chooses to discontinue services, notify the participant and the participant's guardian or NSA, as applicable, in writing and complete and send a Service Termination Report to the appropriate DSHS/DDA CRM and to the County. If the participant/guardian cannot be reached, the Contractor shall document that they have attempted to reach the person and send a copy of the notification to the appropriate DSHS/DDA CRM and to the County.

C. Minimum File Documentation

For each participant, the following minimum information shall be reviewed and updated at least annually and placed in the participant's file:

1. Primary contact information for the participant and the participant's guardian or NSA, as applicable;
2. Release(s) of information;
3. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service; this information shall be readily available for each participant;
4. Signature(s) acknowledging that the participant and the participant's guardian, as applicable, have received a copy of the Contractor's handbook and/or other intake documents, which are intended to provide the participant and the participant's guardian, as applicable, with a general overview of the Contractor's scope of services, programs, policies, etc.;
5. Signature(s) acknowledging that the participant and the participant's guardian, as applicable, have received a copy of the Contractor's notification of client rights and notification of the Contractor's participant grievance processes;
6. A copy of the participant's current annual Community Inclusion plan;

7. A copy of the participant's current annual PCSP; and
8. If the participant is in the Community Protection Program, additional file documentation is required, per DSHS/DDA policy 15.03, Section D.

D. Additional Requirements for Community Inclusion Services

Community Inclusion service support hours per month will be based on the participant's acuity per Washington Administrative Code 388-828-9310 for all participants who began receiving Community Inclusion services July 1, 2011, and forward. The Contractor shall:

1. Provide services consistent with the requirements identified in the Criteria for Evaluation;
2. Update and distribute the participant's Community Inclusion plan annually, and when significant changes occur, including but not limited to:
  - a. New Community Inclusion goal or strategy;
  - b. Change in service category
3. Ensure services focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
4. Ensure an individual receiving Community Inclusion services will not receive employment support simultaneously.
5. Ensure an individual receiving Community Inclusion services may at any time choose to leave Community Inclusion to pursue work and receive employment support.
6. The Contractor's Performance Outcomes for the contract period shall be identified and measured as per Attachment A.

**ATTACHMENT A**  
**CONTRACTOR**  
**PERFORMANCE OUTCOMES**

To be developed and attached by September 30, 2019

**ATTACHMENT B**  
**CONTRACTOR NAME**  
**BUSINESS ASSOCIATE AGREEMENT**



**Department of Community and Human Services  
Developmental Disabilities and Early Childhood Supports Division (KCDDECSD)  
Business Associate Agreement**

This Agreement is entered into between **KCDDECSD** (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”).

The Business Associate acknowledges and agrees that Protected Health Information (PHI) can be used or shared only within the parameters of this document and the Department of Health and Human Services Privacy Regulations, Code of Federal Regulations, (CFR), Title 45, Sections 160 and 164, or as required by law.

CFR Title 45, Sections 160 and 164 are by way of reference, an integral part of this Agreement. Business Associate is charged with the knowledge of and agrees to abide by the terms and conditions of CFR Title 45, Sections 160 and 164.

The effective date of this Agreement is **July 1, 2019**.

**I. PURPOSE**

The Covered Entity needs to make available and/or disclose to the Business Associate certain PHI for management, administration, and legal responsibilities during the normal course of business between the parties (per *King County Contract No.* \_\_\_\_\_).

**II. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

The Business Associate hereby agrees to do the following:

- A. **Use and Disclosure**: Use and/or disclose PHI only as permitted or required by this Agreement, Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, 2009 HR 1). The Business Associate shall use and disclose PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR §164.504(e). The Business Associate is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to the Business Associate to the same extent as the Covered Entity.
- B. **Security**: Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by CFR Title 45, Section 164, Subpart C. The Business Associate is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the Covered Entity.
- C. **Improper Disclosures**: Report all unauthorized or otherwise improper disclosures of PHI, or security incident, to the Covered Entity within two days of the Business Associates knowledge of such event.
- D. **Notice of Breach**: Within two business days of the discovery of a breach as defined at 45 CFR §164.402 notify the Covered Entity of any breach of unsecured PHI. The notification shall include the identification



of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the Covered Entity pursuant to 45 CFR §164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR §164.410. The information shall be updated promptly and provided to the Covered Entity as requested by the Covered Entity.

- E. Mitigation: Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the law.
- F. Agents: Ensure that any agent, including all of its employees, representatives, and subcontractors, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- G. Right of Access:
  - 1. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Department of Health and Human Services, within five business days of written request by the Covered Entity or the Secretary, for the purpose of determining compliance with HIPAA, HITECH, and/or this Agreement.
  - 2. Provide to Covered Entity, within five business days of written request by Covered Entity information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528, or to permit Covered Entity to respond to a request by an Individual for access to PHI in accordance with 45 CFR §164.524.
- H. Documentation of Disclosures: Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 CFR §164.528, Business Associate agrees to promptly provide an accounting, as specified under 42 United States Code (USC) §17935(c) (1) and 45 CFR §164.528, of disclosures of PHI that have been made by the Business Associate acting on behalf of the Covered Entity. The accounting shall be provided by the Business Associate to the Covered Entity or to the individual, as directed by the Covered Entity.
- I. Amendments: Make any amendments to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity, within five business days of written request by Covered Entity.
- J. Other: To the extent the Business Associate is to carry out one or more of the covered entity's obligations under Subpart E of 45 CFR 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations.

### **III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- A. Except as otherwise limited in this Agreement or by law, 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. The Business Associate shall limit its use and disclosure of, and requests for, PHI to the minimum necessary as determined in accordance with 42 USC §17935(b)(1).
- B. Except as otherwise limited in the Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504.(e)(2)(i)(B).

### **IV. TERM AND TERMINATION**

- A. Term: This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties
- B. Termination for Cause: Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within 10 business days of receipt of written notice by the Covered Entity, or immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- C. Other Termination: This Agreement may be terminated by Covered Entity upon 30 days prior written notice to the other party, which notice shall specify the date of termination.
- D. Effect of Termination: Except as provided in paragraph B. of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI.

### **V. MISCELLANEOUS**

- A. Defense and Indemnification: Business Associate shall defend, indemnify and hold harmless Covered Entity from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any nature whatsoever, including without limitation attorneys fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Agreement by Business Associate, its employees, officers, agents, or sub-contractors.
- B. Reimbursement for Costs Incurred Due to Breach: Business Associate shall reimburse Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate.
- C. Regulatory References: A reference in this Agreement to a Section in the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164 means the Section as in effect or as amended, and for which compliance is required.

- D. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164.
- E. Notices: Whenever Covered Entity or Business Associate is required to give notice to the other party, notice shall be in writing, posted in the U.S. Mail, and deemed delivered after three business days.
- F. Survival: The obligations of the Business Associate shall survive the termination of this Agreement.
- G. Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Department of Health and Human Services Privacy Regulations, CFR, Title 45, Sections 160 and 164.