

**HDC.293
INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY (hereinafter referred to as County)
AND
CLALLAM COUNTY
(hereinafter referred to as Contractor)**

WHEREAS, THIS AGREEMENT is made and entered into by and between County and Contractor to provide HIV/AIDS case management services in Clallam County and Jefferson County for the period 04/01/09 to 03/31/10. This Agreement is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SERVICES AND COMPENSATION

In consideration of COUNTY's reimbursements of not more than \$54,780 (for the contract period) to be made to Contractor, and Contractor's agreement to the terms and conditions of this Agreement, Contractor provide HIV/AIDS Case Management and other related support services to clients in Clallam County and Jefferson County, to wit:

- 1. Services
 - a. Case Management Services

Contractor shall provide HIV/AIDS Medical Case Management services for at least 40 face-to-face encounters and 250 other contacts for at least 35 unduplicated persons per contract period. Services shall be provided to any person diagnosed with HIV/AIDS who resides in the Region 6 AIDSNet service area. The goal of HIV/AIDS Medical Case Management is to help individuals living with HIV to access primary medical care and medications, identify and remove barriers to medical care, and ensure adherence to a prescribed treatment plan. This service shall be conducted in accordance with the Ryan White HIV/AIDS Treatment Modernization Act's (RWHATMA) service standards and the Case Management Standards for the State of Washington.

- i. Primary service activities for Medical Case Management include assistance and support with applying, accessing, and adhering to core medical services, including:
 - 1. Entitlement programs such as Medicare, Medicaid, Veteran's Administration
 - 2. HIV medical management services: Early Intervention Program (EIP), Evergreen Health Insurance Program (EHIP)
 - 3. Primary medical care, including medications, oral health care, home health care services, medical nutritional services, mental health services, and substance abuse treatment.
- ii. Secondary service activities for Medical Case Management include assistance with applying and accessing support services including:
 - 1. Housing Assistance
 - 2. Medical Transportation
 - 3. Food and Meal Programs
 - 4. Linguistic Services

5. HIV-related legal services, and/or referrals for other health care and support services.

b. Transportation Services

Contractor shall provide persons who qualify medical transportation vouchers as needed. Contractor shall not exceed 64 vouchers at \$25.00 per voucher.

c. Housing Services

1. The provision of short-term or emergency financial assistance to support temporary and/or transition housing to enable an individual or family to gain and/or maintain access to medical care. And/Or Contractor shall provide housing-related referral services defined as:
 2. Connecting clients with individual services and programs provided by professionals who possess an extensive knowledge of local, state, and federal housing programs and how they can be accessed, including; assessment, search, placement, and fees associated with them.
 3. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services, such as residential mental health services, foster care or assisted living residential services.
 4. All housing must be linked to medical and/or health-care services or be certified as essential to a client's ability to gain and or maintain access to HIV-related medical care or treatment.
 5. Funds cannot be used to pay mortgage payments.
 6. All persons who are diagnosed with HIV/AIDS in Region 6 AIDSNet are eligible for this assistance, with a referral from an authorized Medical Case Manager in Region 6 AIDSNet.
 7. Documentation of need for housing to gain or maintain HIV medical care or treatment and a written plan for obtaining permanent housing is required in the client's file.
 8. Report to county monthly the number of clients who receive housing services and/or housing related referral services.

2. Time

The contract shall commence April 1, 2009 and shall terminate March 31, 2010, unless extended by the mutual written consent of both parties.

3. Compensation

County shall pay the Contractor for performing said services so long as there is funding available, upon receipt of a written invoice. Fees paid Contractor shall be actual monthly expenditures plus 10% administration fee and shall not exceed:

Case Management Services: \$50,680.00
Housing Services \$2,500.00.

Medical Transportation Services \$1,600.00.

Total contract shall not exceed \$54,780.00 without the prior written consent of both parties. Payment for costs due and payable under this agreement must be submitted to County by April 30, 2010.

Referral notification and invoices shall be routed to:

Case Management
Clark County Public Health
PO Box 9825
Vancouver WA 98666-8825

2. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

3. CONFIDENTIALITY

Contractor and County agree to comply with HIPPA requirements when sharing protected health information as stated in Exhibit A, "Business Associate Agreement".

4. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. TERMINATION

6.1 Voluntary Termination

Each party may provide the other party with written notice of its intent to terminate this agreement no later than 30 days prior to the effective date of termination. If this Agreement

is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

6.2 Involuntary Termination for Cause

If Contractor fails to fully perform in a timely and proper manner under this Agreement, COUNTY shall give Contractor written notice of such failure. Such written notice will include notice of termination if the failure to perform is not cured within 30 calendar days. The effective date of termination shall be retroactive to the date of such non or partial performance. Any partial payment made by Contractor for the month of termination shall be refunded to COUNTY by Contractor.

COUNTY reserves the right to recover from Contractor any expenses incurred by COUNTY as a result of Contractor's nonperformance. This reimbursable expense shall be in addition to any other provision of this Agreement.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

8. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state law and federal statutes and rules;
- b. County laws, procedures and policies;
- c. Statement of work; and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

9. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

10. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

11. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

12. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed to by the parties, including "Attachment A". No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

13. CERTIFICATIONS AND ASSURANCES

Contractor shall assure services are provided in compliance with the certifications and assurances outlined in Certifications and Assurances attached hereto and incorporated herein as Exhibit B.

14. AMERICANS WITH DISABILITIES ACT

Contractor shall assure services are provided in compliance with Section 504 of the American with Disabilities Act and shall certify compliance and corrective action as required and described herein and attached hereto as Exhibit C. All documentation shall be due to County within 30 days of the commencement of the agreement.

15. SPECIAL REQUIREMENTS

Contractor shall assure that services are provided in compliance with the requirements set forth and attached herein as Exhibit E "Special Requirements".

16. CONTRACT MANAGEMENT

The extent and character of all work and services to be performed under this Agreement by the Agency shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:	David Heal
Title:	Program Manager
Department:	Clark County Public Health
Address:	PO Box 9825 Vancouver WA 98666-8825
Telephone:	360.397.8086
E-mail:	

Contact information: Clallam County

Name:	Christina Hurst
Title:	Program Manager
Department:	Health & Human Services
Address:	223 East 4 th Street; Suite #14
Telephone:	360-417-2364
E-mail:	churst@co.clallam.wa.us

17. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims, which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

18. LIABILITY

(a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

(b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this agreement shall be the responsibility of the County and not the responsibility of the Contractor if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (County) or employees, respectively, as provided by statute or court decisions.

(c) In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the LHJ and the County in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the LHJ and the County to the extent of each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the LHJ, the State, its agencies (the County) or their employees, respectively, as provided by statute or court decisions.

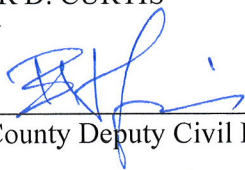
IN WITNESS WHEREOF, the parties have executed this Agreement.


Attest:

APPROVED AS TO FORM ONLY

ARTHUR D. CURTIS

Attorney

By 
Clark County Deputy Civil Prosecutor

By 
Clallam County Board of Commissioners
Howard v. Doherty, Sr., Chair

By 
Bill Barron, Clark County Administrator

Approved as to form only by:

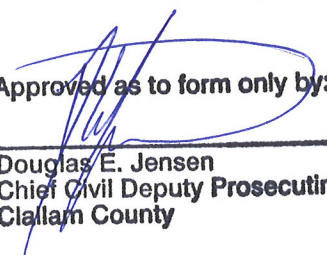

Douglas E. Jensen
Chief Civil Deputy Prosecuting Attorney
Clallam County

Exhibit A

BUSINESS ASSOCIATE CONTRACT PROVISIONS

Definitions: Covered entity shall mean Clark County.

Business Associate shall mean Clallam County Health Department.

Obligations & Activities of Business Associate:

1. Business Associate agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. Business Associate agrees to 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.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, 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.
6. Business Associate agrees to make internal practices and records, including policies & procedures and PHI, 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 Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with Health Information Portability and Accountability Act (HIPAA).
7. Business Associate agrees to 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.
8. Business Associate agrees to provide to Covered Entity or an individual, in time and manner as agreed, 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.
9. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that such use or disclosure would not violate HIPAA.

Obligations of Covered Entity:

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for Covered Entity to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

Termination for Cause:

1. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either provide an opportunity for Business Associate to cure the breach or violation, or immediately terminate this Agreement if cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
2. 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 PHI.

Exhibit B

CERTIFICATIONS AND ASSURANCES

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: “I. Federal Compliance” and “II. Standard Federal Assurances and Certifications”. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a “Subrecipient” and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the “Payment” section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
 Office of Financial Services
 Department of Health
 Post Office Box 47901
 Olympia, Washington 98504-7901

- 1. CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.

II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DOH has designated the following central point for receipt of such notices: