

HDC.378
INTERLOCAL AGREEMENT
RCW 39.34

A. EFFECTIVE DATE: January 1, 2010

B. PARTIES: The Parties to this agreement are Clallam Health and Human Services, hereinafter referred to as LHJ, and Clark County, a municipal sub corporation of the State of Washington, hereinafter referred to as County.

C. PREMISES: This agreement is made on the following premises:

1. County has been designated as "Lead Agency" for Region VI, State of Washington, for all purposes pursuant to RCW 70.24.
2. The remainder of the parties is county health departments or health districts within Region VI. The parties desire to enter into this Interlocal Agreement to work cooperatively for all purposes pursuant to RCW 70.24.

D. GENERAL PROVISIONS: Based on the mutual covenants contained herein, the parties agree as follows:

1. Duration. This agreement supersedes all prior agreements and amendments pursuant to RCW 70.24 between the parties.
2. Purposes. The parties enter into this agreement for the following purposes:
 - (a) To implement the requirements of RCW 70.24, the AIDS Omnibus Legislation of 1988.
 - (b) To implement the requirements of the Ellensburg Agreement, attached hereto and incorporated herein as Attachment "A".
3. Objectives and Methods. The individual program objectives to be achieved by the LHJ under this agreement, and the methods to be used in achieving those objectives, are those described in this agreement.

4. Method and Amount of Funding. Funding for the execution of this agreement shall be obtained from County. Consideration for the period January 1, 2010 through December 31, 2010, is \$61,500 for those services provided in the Statement of Work, attached hereto and incorporated herein, as Attachment "B". The LHJ shall submit an invoice for each quarter of the calendar year to the County accompanied by a narrative report documenting the LHJ's success and challenges in completing the statement of work in that quarter. Invoices shall be submitted as set forth in Attachment "D" for each quarter and are due within thirty days of the end of each quarter. Upon receipt of properly executed invoices, and all other reports due for the period, County shall pay the LHJ for its expenses for the quarter for completed and documented work. Invoices shall be mailed to the Region VI AIDS Network, at the address contained in this Agreement. The LHJ shall collect and maintain sufficient information to justify the costs listed in invoices submitted to the County, and make such records available to the Region 6 office at the request of the County. Examples of such records include but are not limited to:
- a) Photocopies of invoices, receipts or packing slips for which financial reimbursement is requested. Receipts/invoices/packing slips must clearly show what was purchased with funds made available under this Agreement.
 - b) If the County is not being charged the full amount of the expense for which reimbursement is being requested a record indicating the amount that is being charged to the County shall be added to the receipt, invoice, or packing slip.
 - c) Evidence that payment has been made.
 - d) Backup documentation (timesheet) is required for employee wages.
 - e) A chart of accounts that demonstrates that funds included in this Agreement were used to implement Intervention Plans attached hereto and incorporated herein (Attachment "E"), for those services provided in the Statement of Work, attached hereto and incorporated herein, as Attachment "B".
5. Definitions. If used in this contract, the following terms shall have the meanings set forth below:
- (a) "Capital expenditure" shall mean expenditures resulting in the acquisition of or addition to fixed assets.
 - (b) "Client" shall mean an agency, firm, organization, individual or other entity applying for or receiving services under this contract
 - (c) "Common Rule" shall mean OMB Circular A-102 which is applicable to state and local governments that receive/expend federal grants and other federal assistance.
 - (d) "LHJ" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract.
 - (e) "Contracting Officer" shall mean the person assigned those responsibilities within the County and his/her delegates within that office.

- (f) "County" shall mean Clark County Public Health, any division, section, office, unit or other entity of the County or any of the officers or other officials lawfully representing the County.
- (g) "Equipment" Shall mean an article of non-expendable, tangible property other than land, buildings, or: fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more.
- (h) "Estimated payment" shall mean a pro-rated monthly fraction of the program contract award.
- (i) "Federal financial assistance" shall mean assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.
- (j) "Fixed Assets" shall mean tangible assets acquired through donation, gift, and purchase: capital lease, or construction with a service life of more than one year.
- (k) "Grant" shall mean a contribution or gift of cash or other asset to be used or expended for a specified purpose, activity, or facility.
- (l) "Personal information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers; and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state and federal statutes including 42 CFR Part 2, chapter 70.02, RCW, chapter 70.24 RCW and chapter 71.05 RCW.
- (m) "Subcontractor" shall mean a non-employee of the LHJ who is performing all or part of those services under this contract under a separate contract with the LHJ. The term "subcontractor" and subcontractors" shall apply to subcontractor(s) in any tier.
- (n) "Sub recipient" or "Sub grantee" shall mean a LHJ which expends federal awards received from the County (a pass-through entity) to carry out a federal program. A sub recipient may also be a recipient of other federal awards offered directly from a federal awarding agency. Payment received for goods or services provided as a vendor would not be considered federal awards and thus not subject to audit review as such. A sub recipient is an LHJ which: determines who is eligible to receive what federal financial assistance; has its performance measured against the objectives of the federal program; makes programmatic decisions; has the responsibility to adhere to federal compliance requirements; or uses federal funds to carry out the County's programs rather than provide goods and services for a program of another entity.

- (o) "Vendor" shall mean a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a federal program. A vendor operates in a competitive environment and is a provider of goods or services, which are ancillary to the federal program, to many different purchasers during "normal" business hours. A "vendor" does not: determine who is eligible to receive what federal financial assistance; have its performance measured against the objectives of the federal program; make programmatic decisions; have the responsibility to adhere to federal compliance requirements; or use federal funds to carry out the County's programs rather-than provide goods and services for a program of another entity.
6. Statement of Work. The LHJ shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment B, Statement of Work. The work performed by the LHJ shall be that set forth in the specific intervention plans included in Attachment E, unless changes to these interventions are approved in writing by the Region 6 AIDSNET Coordinator.
7. Holding of Property. No property shall be held jointly between the parties to this agreement. All property acquired and utilized in furtherance of administration of this agreement shall be the sole property of County. All property acquired and utilized in furtherance of programs carried out by any party to this agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.
8. Administration. Both parties agree to administer all programs funded in full or in part under this Agreement in accordance with all applicable federal, state statutes and contract requirements applicable to each program funded under this agreement, as well as local fire, health, sanitation and other standards prescribed in law, regulations or policies. The parties agree to comply with all applicable federal grants management policies, federal (including HIPAA as outlined in Attachment "F") and state regulations, the Public Health Supplemental Handbook to the State BARS Manual, fiscal policies of the Department and Washington State Department of Health, and written program policies regarding allowable/non-allowable costs payable under this agreement. This includes but is not limited to compliance with: fiscal controls and generally accepted accounting principles to assure proper accounting for funds paid under this Agreement; the requirements of the Single Audit Act Amendments of 1996 and Circular A-133 which require a sub recipient who expends \$300,000 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; terms and conditions of Federal OMB Circular A-87 and OMB Circular A-I 02, implemented through applicable portions of the associated "Common Rule" as promulgated in OMB Circular A-IO2 and codified in CFR by the responsible federal agency.
9. Savings. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to the normal completion, County may terminate the agreement under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

10. Records Maintenance. Both parties agree to maintain books, records, documents and other evidence, which are necessary for purpose of audit and sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration, the date of termination, the date of submission of the final financial status report or whichever is later, or until audit finding(s) have been resolved, unless otherwise stated in the program special requirements contained in this Agreement. During this period these records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, or federal auditors.

11. Access to Records and Confidential Treatment of Personal Information. Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the LHJ and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The LHJ shall comply with all provisions as stated in the Budget attached hereto and incorporated in as Attachment C of this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The LHJ's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The LHJ shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The LHJ agrees to comply with all federal and state laws -and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The LHJ shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The LHJ shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The- LHJ and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The LHJ agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent; unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the LHJ through this contract. The LHJ shall notify the County in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The LHJ will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The LHJ agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the LHJ, its officers, directors, employees, Subcontractors or agents.

Personal Information including, but not limited to, "Protected Health Information" collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. LHJ shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. LHJ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The LHJ agrees to indemnify and hold harmless the County for any damages related to the LHJ's unauthorized use of Personal Information.

12. Fees. The LHJ agrees to collect such fees according to OMB Circular A-IO2 guidelines regarding program income, RCW 70.05.060, and instructions contained in the appropriate program Manual and/or written program policy, in those program areas where fees are collected. The LHJ shall make all reasonable attempts to maximize the collection of funds reimbursable for the services provided under the terms of this Agreement, including collection from third party sources.

13. Information and reporting. The LHJ agrees to provide the necessary information required by the County to assure that program objectives defined in this agreement are met. The County shall provide reporting forms to the LHJ for this purpose and provide technical assistance regarding their use. Where applicable, LHJ agrees to use established reporting methods to report program activities and actual outcomes to the Washington Department of Health, such as the SHARE system, or PEMS. HIV Counseling and Testing reports and surveillance data shall be reported to the Washington Department of Health in a timely manner, as required by Washington State statute and administrative regulation.
14. Qualifications of providers and personnel. The LHJ agrees to comply with all applicable local, state and federal licensing and accrediting requirements or standards necessary in the performance of this Agreement. Professional services rendered pursuant to this Agreement shall be provided by licensed, certified, or competency rated personnel in accordance with state licensing laws, federal requirements, and written program policies.
15. Reporting. The LHJ agrees to utilize all report forms and reporting formats required by the County at the effective date of this agreement.
16. Conflict of interest. The LHJ agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
17. Reconciliation. Within three (3) months of termination of the agreement a document that reconciles expenditures with payments will be submitted to County to assure expenditure of funds in compliance with RCW 70.24. Any unexpended funds will be reimbursed to the County.
18. Governance. This contract is entered into pursuant to and under the authority granted by the law of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.
19. 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:
 - i. Applicable federal and state statute and rules.
 - ii. The terms and conditions of this Agreement.

20. Dispute Resolution. Should any dispute arise between any of the parties of this agreement as to the respective rights and duties of any of them under this agreement, the disputing parties agree to submit the dispute to final and binding arbitration if the dispute cannot be resolved by the parties alone. The arbitration shall be conducted before one (1) arbitrator chosen by the disputing parties from the list of arbitrators maintained by the Superior Court Administrator of the Clark County Superior Court. If the disputing parties are unable to agree upon the identity of the arbitrator, any one of the disputing parties shall apply to the Superior Court of Clark County, Washington, which shall then name the arbitrator from the list of arbitrators maintained by the Superior Court Administrator of the Clark County Superior Court. The arbitration hearing shall be conducted in Clark County unless another location is agreed to be the disputing parties or selected by the arbitrator.

21. Notice. All notices envisioned under this agreement shall be given by first class, United States Mail, postage prepaid and addressed as follows:

Clallam County Health and Human Services
and
Clark County Public Health
PO Box 9825
Vancouver, Washington 98666-8825

All notices shall be deemed given no earlier than when properly deposited in the United States Mail. The postmark on the envelope bearing any notice shall be conclusive evidence of the date of the deposit in the mails of the United States.

22. Termination. Except as otherwise provided in this agreement, either party may terminate this agreement upon thirty (30) days written notification to the other party. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination. If any program element covered by this agreement is terminated, all other applicable provisions of the agreement remain in effect unless or until the entire agreement is terminated. If the termination is for default, the County shall determine the extent of the County's remaining obligation under the Agreement. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

23. Method and Amount of Funding. Funds contracted to the County by the Washington State Department of Health for the maintenance of the Region 6 AIDS Services Network, as legislated in RCW 70.24, are the basis for this Agreement. If such funds are increased or reduced, this Agreement shall be amended.

Such amendments will not be necessary for transfers of Washington State Omnibus funds between specific interventions as long as the amount of the transfer does not exceed 10% of the total contracted funds, and as long as at least 50% of Omnibus funds received by the LHJ are utilized to address regional priority interventions.

The Region 6 AIDSNET Coordinator or his /her designee will inform the LHJ in writing of funds transferred between specific interventions and provide an updated invoice as set forth in Attachment D.

- (a) Additional amendments may be made by mutual written consent of LHJ and County.
- (b) No amendment to this agreement involving federal funds received by the County or LHJ shall occur without prior approval from the Washington State Department of Health (DOH). The LHJ shall not transfer any federal funds between interventions or alter the budget contained in this agreement without being notified of such approval by the Region 6 AIDSNET Coordinator.
- (c) Any federal funds received from the County shall be expended to support regional priority interventions.

24. 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 LHJ in the performance of this agreement shall be the responsibility of the LHJ, 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 LHJ, any subcontractor, anyone directly or indirectly employed by the LHJ, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the LHJ 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 LHJ 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.

25. Authorization. The persons signing this agreement on behalf of the parties represents that each has authority to execute this agreement on behalf of the party entering into this agreement.
26. Rights to Data. In compliance with chapter 39.29 RCW, the LHJ shall provide access to data generated under this contract to the County. This includes-access to all information that supports the findings, conclusions, and recommendations of the LHJ's reports, including computer models and methodology for those models. Data that are delivered under the contract shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this agreement. The LHJ will promptly notify in writing of each notice or claim-or copyright infringement received by the LHJ with respect to any data delivered under this agreement. The County shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ. Records and Documents created and maintained under the terms of this Agreement shall be treated as data.

E. PERFORMANCE REVIEW/PAYMENT:

1. The County shall pay the LHJ as detailed in Attachment "B" Statement of Work, for those services provided herein. For each service area, reimbursed expenditures shall not exceed the amounts outlined.
2. a.) The LHJ and the County agree to review achievement of the contract, requirements as defined in the Statement of Work (Attachment B) or at a minimum in June (mid year) and in December (year-end). If the review of LHJ's performance indicates less than the minimum contract requirements, the County reserves the right to deduct an amount which is in proportion to the ratio of the contracted funds to total program expenditures for that part which has not been performed.

b.) The June mid year reviews will be completed prior to approval and release of payments for June and all further reimbursements. The first December review will be completed prior to release of payment for December and all further reimbursements. The second and final December review is the closeout of the contract period. The final December review will be completed prior to the release of payments for December.

3. The County may withhold payment to LHJs at any time during the contract period if it is determined that the LHJ has not adequately performed the contract requirements or has not submitted the deliverables as defined the Statement of Work (Attachment B). The County may withhold payment equal to the proportion of work performed or proportion of deliverable received and deemed satisfactory by the County.
4. The County will provide a billing form with instructions, upon initiation of this contract as outlined in Statement of Work (Attachment B).
5. In the event funding from state, federal or other sources, shown in Statement of Work (Attachment B) is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may terminate or amend the contract or part thereof under the termination or amendment clause as applicable.

F. SUBCONTRACTS:

The LHJ may subcontract for the provision of any of the services specified in this agreement, subject to the following:

1. The LHJ shall maintain a list of all subcontracts entered into for work under this agreement. The LHJ shall provide a copy of this list and make subcontracts available for review upon request of the County.
2. Any executed subcontract shall require the subcontractor to comply with all applicable terms and conditions of this agreement. The LHJ shall ensure that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. LHJ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the County or as provided by law.
3. In no event shall the existence of the subcontract operate to release or reduce the liability of the LHJ to the County for any breach in the performance of the LHJ' s duties.
4. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

G. ASSURANCES:

The LHJ agrees to the following certifications. Non-compliance with these certifications the agreement may be rescinded canceled or terminated in whole or in part and the LHJ may be declared ineligible for further contracts with the County. The LHJ shall, however, be given a reasonable time in which to resolve such noncompliance. Any dispute may be resolved in accordance with the "Dispute Resolution" procedure set forth herein. In addition, in respect to federal funds, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

1. Assurance is hereby given to the County that the LHJ will comply with RCW 43.70.580.
2. Assurance is hereby given that the LHJ will comply with the Hatch Act (5, U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. LHJ will comply with the Intergovernmental Personnel Act of 1970, ~ amended by Title VI .of Civil Service Reform Act (PL 95-454, Section 4728-4763). LHJ will comply with the Anti-Lobbying Act, T. 31 U.S. C., Section 1352 (Section 319, PL 101-121) as revised by the Lobbying Disclosure Act of 1995 (PL 104-65). Additionally, LHJ will be in compliance with RCW 42.17, Disclosure, Campaign Finances, Lobbying and Records.
3. Assurance is hereby given that the LHJ will comply with PL 93-348 regarding protection of human subjects involved in research development, and related activities supported by this award of assistance.
4. Assurance is hereby given that the LHJ will comply with federal regulation regarding debarment and suspension (45 CFR Part 76) and certifies to the best of its knowledge and belief that it and its subcontractors:
 - (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 three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section (b) above, and
 - (d). Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Assurance is hereby given that the LHJ will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685 -1686) the Age Discrimination Act of 1975, as amended (42 U.S.C.6101 et seq.), Americans with Disabilities Act (42 U.S.C., Section 12101, et seq.), Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; Washington State Law Against Discrimination, Chapter 49.60 RCW, all provisions required by the implementing regulations by the Department of Agriculture and Food and Consumer Service {FCS} directives and guidelines, to the effect that no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity provided by this LHJ. Additionally, assurance is given to the County that appropriate efforts will be made to (1) identify and encourage the participation of minority, women, and handicapped-owned businesses in subcontracting; and (2) making discrimination a material breach of this Agreement.
6. Assurance is hereby given that the LHJ will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed operated, or maintained with such federal funds. The law does not apply to children's services provided in" private residence; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The LHJ assures that this language will be included in any sub awards, which contain provisions for children's services.