

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Community Services

**DATE:** August 13, 2015

**REQUESTED ACTION:** County Manager approval of a contract with ProtoCall Services, Inc., in the amount of \$93,900, for telephone crisis line services.

Consent     Hearing     County Manager

### BACKGROUND

This contract funds 24-hours-per-day, 7-day-per-week telephone crisis line services including triage, stabilization and referral of Clark County residents experiencing mental health crisis, in coordination with Clark County Crisis Services (CCCS). The crisis line is staffed by masters-level mental health professionals.

### COUNCIL POLICY IMPLICATIONS

There are no known Council policy implications.

### ADMINISTRATIVE POLICY IMPLICATIONS

There are no administrative policy implications.

### COMMUNITY OUTREACH

None

### BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

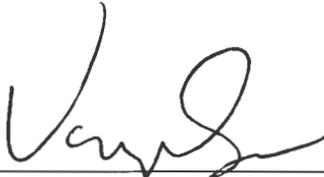
### BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$93,900
Account	Fund 1952
Company Name	ProtoCall Services, Inc.

### DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

  
\_\_\_\_\_  
Jeff Hite, Program Manager

  
\_\_\_\_\_  
Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
\_\_\_\_\_  
Mark McCauley, Acting County Manager

DATE: 8/25/15

**BUDGET IMPACT ATTACHMENT – NONE**

**Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

**CONTRACT #2016-MH-16**  
**CLARK COUNTY**  
**DEPARTMENT OF COMMUNITY SERVICES**  
**P.O. BOX 5000, VANCOUVER, WA 98666-5000**

This contract is between Clark County, by and through its Department of Community Services, and the Contractor identified below.

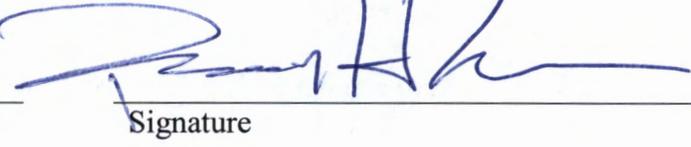
<b>ProtoCall Services, Inc.</b> 621 SW Alder, Suite 400 Portland, OR 97205 Tel: (503) 265-6717; (800) 435-2197 Fax: (503) 499-6250 Philip Evans, President and CEO	Contract Start Date: July 1, 2015 Contract End Date: May 15, 2016 Budget Authority: \$93,900 Budget Fund Number: 1952 Funding Sources: See Budget Summary
Program Contacts: Laura Schaefer: (877) 819-0287; <a href="mailto:laura.schaefer@protocallservices.com">laura.schaefer@protocallservices.com</a> Jeff Hite: (360) 397-2075 ext. 7686; <a href="mailto:jeff.hite@clark.wa.gov">jeff.hite@clark.wa.gov</a>	
Fiscal/Alt Contact: Tammy Tone: (503) 499-6200; <a href="mailto:tammy.tone@protocallservices.com">tammy.tone@protocallservices.com</a>	
County Contact: Harold Rains: (360) 397-2075 ext. 7819; <a href="mailto:harold.rains@clark.wa.gov">harold.rains@clark.wa.gov</a>	
Fiscal Contact: Ryan Treglown: (360) 397-2075 ext. 7815; <a href="mailto:ryan.treglown@clark.wa.gov">ryan.treglown@clark.wa.gov</a>	
When the box below is marked with an "X," the following exhibits are attached to and incorporated into this contract by reference:	
<input checked="" type="checkbox"/> Exhibits (specify)      Exhibit A – BAA/QSOA	

Clark County, hereinafter referred to as the County, and ProtoCall Services, Inc., hereinafter referred to as the Contractor, agree to the terms and conditions of the County Basic Interagency Agreement and this Contract, including all terms and exhibits, by signing below:

FOR CLARK COUNTY:

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
Mark McCauley, Acting County Manager

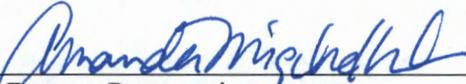
  
\_\_\_\_\_  
Signature

8/25/15  
\_\_\_\_\_  
Date

CEO  
\_\_\_\_\_  
Title

8/6/15  
\_\_\_\_\_  
Date

APPROVAL AS TO FORM ONLY:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**STATEMENT OF WORK  
CONTRACT #2016-MH-16  
PROTOCOL SERVICES, INC.**

<b>STATEMENT OF WORK</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>TOTAL BUDGET</b>
Crisis Line Services	Fee-for-Service	Fund 1952	564.350	\$93,900

**1. OVERVIEW**

ProtoCall Services, Inc. provides telephone crisis line services including triage, stabilization and referral of Clark County residents experiencing mental health crisis, in coordination with Clark County Crisis Services (CCCS).

**2. GOALS AND OBJECTIVES**

The goal of the Statement of Work is to provide triage, stabilization and referral services which ensure consumer and public safety in the least restrictive setting.

**3. SERVICE REQUIREMENTS**

The Contractor shall:

- 3.1. Provide clinical screening, referral, telephone assessment, solution-focused crisis intervention for stabilization and referrals to appropriate levels of care for Clark County residents.
- 3.2. Provide services 24-hours-a-day, 7-days-a-week by masters-level Mental Health Professionals.
- 3.3. Capture demographic information during crisis line calls.
- 3.4. Maintain a database of provider referrals for Clark County that documents all telephone contacts and disposition.
- 3.5. Access other emergency services in Clark County as necessary.
- 3.6. Refer any internal, consumer or provider complaints to the County Crisis Services Manager.
- 3.7. Provide specific training to its staff on Clark County's local procedures.

4. COORDINATION WITH CRISIS SERVICES

- 4.1. CCCS will be the primary responder to crisis calls Monday through Friday during the hours of 8 am to 5 pm, except for County recognized holidays.
- 4.2. The Contractor will be the primary responder at all other times.
- 4.3. The Contractor will maintain the capacity to receive crisis calls during the time that CCCS is the primary responder, should the volume of calls exceed the capacity of CCCS to respond. In that event, a crisis call will be forwarded to the Contractor for response.
- 4.4. CCCS will be the primary responder to follow up calls or calls from SWBH network providers and hospitals.

5. REPORTING REQUIREMENTS

The Contractor shall:

- 5.1. Relay to the County, on a daily basis via email and a software application provided by ProtoCall, demographic information on consumers served within the past 24 hours.
- 5.2. Submit a detailed report for the previous month that includes incoming and outgoing calls.

6. PAYMENT

- 6.1. Payment for this Statement of Work shall be on a fee for service basis.
  - 6.1.1 The County will pay the Contractor a monthly fee of **\$9,600**, calculated on a base of **600** calls per month at **\$16.00** per call for calls transferred to CCCS. A “transferred call” is defined as a continuation of a call first received by the Contractor for crisis services and then transferred to CCCS.
  - 6.1.2. The County will pay the Contractor at the rate of **\$16.00** per call for each call above the base of **600** calls per month. The Contractor will bill for these calls on the invoice for the base monthly payment.
  - 6.1.3. The County will not pay the Contractor for calls received by CCCS or any contracted service provider requesting clinical guidance. These and similar issues should be handled within the Contractor’s system of supervision.

**SPECIAL TERMS AND CONDITIONS  
MENTAL HEALTH PROGRAMS**

1. ADMINISTRATION

1.1. Americans with Disabilities Act.

The Contractor shall provide services in a place, and in a manner that complies with the Americans with Disabilities Act and shall comply with Section 504, Rehabilitation Act of 1973 (29 U.S.C. § 701).

1.2. Business Continuity Plan.

The Contractor shall develop a Business Continuity Plan that identifies essential functions and how those services would be continued in the event of a disaster. The plan will identify alternate locations for service provision and contact information and be reviewed annually. A plan shall be submitted to the County within 90 days of the signing of this Contract.

1.3. Capacity.

The Contractor shall notify the County promptly in writing of any change in service capacity that would affect Contractor's ability to meet the standards listed in the Statement of Work. The notice shall include a corrective action utilization management plan to ensuring adequate capacity to meet contract obligations.

1.4. Collaboration with County.

The Contractor management team shall participate, as requested by the County, in forums, training, and work groups appropriate for provider agencies. Failure to participate, as required, may result in corrective action. This includes training required by the Department of Social and Health Services (DSHS).

1.5. Confidentiality.

1.5.1. The Contractor shall have internal policies and procedures related to the privacy and the security of Protected Health Information (PHI) in compliance with state and federal guidelines.

By signing this Contract, the Contractor certifies compliance with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "The Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA), 42 CFR Part 2, and state privacy regulations.

1.5.2. The Contractor shall provide to the County a Confidentiality Certification attesting that the Contractor has on file a Statement of Confidentiality for each of the Contractor's staff members, subcontractors, and/or volunteers

who have access to the Contractor's confidential paper or electronic records. The Confidentiality Certification must acknowledge that the provider understands and agrees to follow all regulations on confidentiality pursuant to WAC 388-865-0275 and all other applicable statutes. This Confidentiality Certification is due within 60 days of the contract start date and once annually thereafter.

1.5.3 The Contractor shall report any breach or loss of consumer data in any form that is considered as reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) and that would allow for the unauthorized use of consumer personal information, consistent with County Crisis Policies and Procedures.

1.6. Consumer Charges.

The Contractor shall ensure that Medicaid eligible consumers are not held liable for any covered Medicaid mental health services, including those purchased on behalf of the consumer.

1.7. Consumer Rights.

The Contractor shall comply with state and federal non-discrimination policies, Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Parts 160 and 164, DSHS-CIS Data Dictionary and its successors, and Washington State Department of Social and Health Services (DSHS) Administrative policies (e.g. 7.01, 7.20, 7.21 or any successors) to the extent that they are applicable to the subcontract, as well those delineated in the County Basic Interagency Agreement. This includes 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR Parts 90 and 91; the Rehabilitation Act of 1973; and titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers. The Contractor shall:

1.7.1 Ensure Compliance with Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency.

1.7.2 In the event a consumer's picture or personal story will be used, the Contractor shall first obtain written consent from that consumer.

1.8. Employee Standards.

The Contractor must comply with WAC 388-865-0405 and WAC 388-877-0500. As such, the Contractor is prohibited from employing or utilizing any person to provide services who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse of either an adult or minor and/ or exploitation of a minor. The Contractor shall have policies and

procedures to ensure that a criminal history background check through the Washington State Patrol, consistent with the standards in RCW 43.43.830, is completed prior to each new hire or placement. Evidence of a satisfactory background check shall be maintained in personnel files. The policies and procedures shall require new background checks for all current employees upon hire, volunteers and interns prior to placement, and when indicated. Failure of the Contractor to comply with this section may be grounds for immediate termination of this Contract.

1.9. Employment Verification Program.

1.9.1 If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.

1.9.2 If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.

1.9.3 Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.

1.9.4 E-Verify program and enrollment information is available at the Department of Homeland Security web page: <http://www.uscis.gov/e-verify>.

1.10. Incident Reporting:

The Contractor shall notify the County Compliance Manager within 24 hours of the occurrence of an incident.

1.11. Interpreter services:

The Contractor shall provide consumers access to translated information and interpreter services. This includes:

1.11.1. The provision of interpreter services for consumers who speak a primary language other than English for all interactions between the consumer

and the Contractor including, but not limited to customer service and all appointments for any covered service with either a Mental Health Professional or Mental Health Care Provider.

1.11.2. Have an effective mechanism to communicate with consumers with sensory impairments.

1.11.3. Provision of toll-free numbers that have adequate interpreter capability.

1.12. Information Systems:

The Contractor shall provide the County with the following:

1.12.1. A copy of the Contractor's policies and procedures that address all aspects of their Information Technology and Information Systems operations within 30 days of the signing of this Contract.

1.12.2. A Network Description/Documentation – Schema (operating systems, software, servers, security, firewalls, connectivity, wireless, etc.) of the Contractor's Current Information Technology Network within 30 days of the signing of this Contract.

1.12.3. A copy of the Contractor's updated local Business Continuity and IS Disaster Recovery Plan within 30 days of the signing of this Contract. The plan is to be updated annually. This plan does not need to include the Netsmart Avatar software and ASP services provided through SWBH.

1.13. Liability for Undocumented Services.

The Contractor shall be financially liable for any services billed to the County but not adequately documented.

1.14. Licensing and Certification.

The Contractor shall hold and maintain all necessary licenses, certifications, and/or permits as required by law for the performance of the services to be performed under this Contract. The Contractor shall notify the County in the event of a loss or restriction of any required license or certification of a practitioner in its employ, of a subcontractor, or of the Contractor itself.

1.15. Monitoring Cooperation.

In addition to the requirements in the County Basic Interagency Agreement, the Contractor agrees to allow the County and its auditors or their designees to have immediate access to its facilities and all records, including medical records, and the financial statements related to this agreement and/or service performed under this agreement so that the County can comply with OMB circulars and state and federal grant requirements for monitoring. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Contract. The Contractor will correct areas of deficiency identified by the County or DSHS.

- 1.16. Physician Incentive Plans:  
The Contractor shall not operate any physician incentive plan as defined in 42 CFR §422.208 or contract with any subcontractor who operates such a plan.
- 1.17. Practitioner Qualifications:  
The Contractor retains the obligation to track and document clinical practitioner qualifications in accordance with WAC 388-865-0405. The Contractor shall assess and document the qualifications of its direct service staff at the time of hire and on an annual basis.
- 1.18. Provider Administration Costs:  
The Contractor shall report total expenditures and total administration costs, for activities provided in fulfillment of this Contract, to the County. The report for each month is due to the County twenty (20) days after the end of the month.
- 1.19. Records Retention.  
The Contractor shall ensure that internal policies and procedures include the requirement to retain all books, records, documents and other material relevant to this Contract for a period of not less than seven (7) years after the termination hereof in compliance with Medicaid records retention standards. The Contractor may choose to retain records for a longer period as outlined in RCW 42.56.
- 1.20. Responsibility for Ineligible Consumers:  
The Contractor shall be financially responsible for all services provided to consumers who are not eligible for services under this Contract. The Contractor shall refund any funds received from the County for these services.

## 2. APPLICABLE REGULATIONS

The Contractor shall provide services described in the Statement(s) of Work in accordance with all applicable state, including but not limited to the Washington Administrative Code (WAC), including WAC 388-865 or its successor; WAC 388-877-0500 or its successor; the Revised Code of Washington (RCW), including RCW 70.02, 70.96C, 71.05, 71.24, and 71.34, or successors, and federal regulations. The Contractor and all subcontractors must comply with 42 CFR §438.214 and 42 CFR §438.12 (a) as enacted or amended. The Contractor shall fulfill its obligations relating to the implementation of the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereunder, 45 CFR §160, 162 and 164. Where more stringent, the Contractor will follow 42 CFR Part 2 and applicable Washington State law.

## 3. CONTRACT NUMBER

The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this Contract or delivered hereunder.

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION
  - 4.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 CFR Part 180.995.
  - 4.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - 4.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
    - 4.3.1. Checking the federal Excluded Parties List System (EPLS) at [sam.gov](http://sam.gov)
    - 4.3.2. Collecting a certification from the person or party; or
    - 4.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180.
  - 4.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  - 4.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - 4.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.

- 4.7 The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

## 5. DELEGATION

- 5.1. All services required by this Agreement are deemed to be delegated to the Contractor on behalf of the County under its contracts with the Division of Behavioral Health and Rehabilitation.
- 5.2. The Contractor may not delegate any of its obligations or rights under this contract without the prior written consent of the County.

## 6. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto. All services shall be provided in accordance with these documents:

- 6.1. The Clark County Basic Interagency Agreement
- 6.2. State regulations including the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC)
- 6.3. Clark County Crisis Policies and Procedures
- 6.4. The Code of Federal Regulations at Title 45 CFR Part 74, "Uniform Administrative Requirements for Awards and Sub awards"
- 6.5. The Code of Federal Regulations at Title 42, Public Health Service, Department of Health and Human Services, including 42 CFR 438, or any successors
- 6.6. Other provisions of Title XIX of the Social Security Act

## 7. DUPLICATION OF COSTS

The Contractor shall not request reimbursement for costs under this agreement, if the Contractor has also requested payment for the same costs from another funding source or under a separate statement of work.

## 8. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and

any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this Agreement does not constitute a waiver of the provisions of this Contract.

## 9. FISCAL AUDIT

- 9.1 The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
- 9.2 The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.
- 9.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 9.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 9.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 9.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 9.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
- 9.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

- 9.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.
- 9.5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.

## 10. INSURANCE

- 10.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$25,000, and \$1,000,000 of annually renewing occurrence based coverage. If the Contractor has a “Claims-Made Policy”, and that policy is cancelled or not renewed, an Extended Reporting Period of three (3) years after the end of this Contract shall be provided, at the Contractor’s expense. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor’s policy is primary and they waive their right of subrogation except for gross negligence by the County.
- 10.2. The Contractor agrees to endorse Clark County as an “Additional Insured” on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the “Additional insured” endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor’s “your work” as defined in

the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

- 10.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 10.4. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project. This coverage is exempt from the above stated "Additional Insured" endorsement.
- 10.5. All insurers used must have an A.M. Best Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. The Contractor shall maintain insurance throughout the contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, Department of Community Services, Contract Unit, PO BOX 5000, Vancouver, WA 98666-5000.

## 11. PAYMENT PROVISIONS

The County shall make payment to the Contractor based upon its success in achieving the performance measures or other outcomes, as detailed in the Statement(s) of Work in this Contract, not to exceed the budget identified for each Statement of Work; and subject to the following provisions:

- 11.1. Payment to the Contractor will be processed within twenty work days of the receipt of a complete and accurate invoice, by the 11<sup>th</sup> of the month or the first day of business thereafter. This may include transmitted and acceptance of data required for payment, as appropriate. Cost-reimbursement statements of work must be submitted for payment by the 20<sup>th</sup> of the month, for costs in the previous

month. Payment requests shall be submitted on a monthly basis, accompanied by all required written reports (2 copies), and shall consist of the following:

- The month/year for which payment is requested
- An invoice number
- The Contract number and the Statement of Work number
- The name and address of the Contractor
- Backup documentation for cost-reimbursement contracts

- 11.2. Requests for payment may not be processed if reports and deliverables are not submitted as required.
- 11.3. The Contractor shall complete a calendar year closeout process by January 25<sup>th</sup> of each year billing for all eligible expenses or funds earned during that previous calendar year. This is necessary because the County's fiscal year is the calendar year, and the County must close its records for the previous calendar year in January. The Contractor may submit payment requests at any point during the Contract period. However, at a minimum, payment requests must be processed for costs incurred during the calendar year in which they occur. Any payment request received after January 25<sup>th</sup> will be subject to a late processing surcharge equal to the County's actual cost of processing the request.
- 11.4. The Contractor shall ensure a contract closeout process is completed within forty five (45) days of the end of the contract period. Payment requests received by the County after the forty five (45) day closeout period may not be processed as funding may have expired. This obligation remains in effect until fulfilled by the Contractor and may be grounds for corrective action in subsequent contracts.
- 11.5. The Contractor shares risk with the County in the event the County fails to comply with any of the terms and conditions of the County's agreements with the state if that failure is a result of a failure of the Contractor to comply with the terms and conditions of their Contract with the County. The Contractor agrees to share in the responsibility for any repayment of funds. Such responsibility will be limited to non-compliance in a specific area and any repayment will be shared proportionate to the responsibility. The Contractor is fully at risk for payments made that do not have necessary documentation or repayments as a result of fraud, abuse or waste.

## 12. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

The performance period of this Contract is from **July 1, 2015 through March 31, 2016**. The Contract will, however, remain in effect through May 15, 2016 in order to allow for reconciliation of services and payment adjustments for services that were provided during the performance period.

The County reserves the right to offer a new contract upon satisfactory Contractor

performance. The Contractor agrees to provide to the County ninety (90) days written notice of intent to terminate or to not renew this Contract.

### 13. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: records retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

### 14. TERMINATION

14.1 Termination for Convenience. The County may terminate this Contract in whole or in part for convenience by giving the Contractor at least ninety (90) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving the County at least ninety (90) calendar days' written notice addressed to the County contact person (or to his or her successor) listed on the first page of this Contract.

14.2 Termination for Non-Appropriation: In the event that funding to the County from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County or Contractor may summarily terminate the contract in whole or in part notwithstanding any other termination provisions of this agreement or that contract. Termination under this section shall be effective upon receipt of written notice by the non-terminating party. The terminating party agrees to notify the other party within fourteen (14) days of written notification from the funding source of any proposed reduction in funding by State, Federal or other sources. The Contractor agrees that upon receipt of such notice it shall immediately develop a plan to take appropriate and reasonable action to reduce its spending of the affected funds so that expenditures do not exceed the funding level resulting from the proposed reduction.

14.3 Termination by County for Cause: The County may terminate this Agreement and/or a contract for a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with the Contractor to remedy such breach following the Corrective Action process included in this agreement, unless the County concludes that the nature of the breach is such that immediate termination is clearly necessary to protect the public interest. Termination and corrective action correspondence shall be delivered by certified mail, return receipt requested.

14.4 Termination by Contractor for Cause: The Contractor may terminate this Agreement and/or a contract for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.

14.5 Terminations on Other Grounds: This Agreement and/or a contract may also be terminated by mutual written agreement of the parties upon thirty (30) days written notice of termination.

## 15 ASSIGNMENT

This Contract shall be binding upon and enure to the benefit of the County and the Contractor and their respective successors and assigns. Neither party may assign or transfer any of its rights or obligations under the Contract without the prior written consent of the other party provided, however, that the County may transfer its rights and obligations to a local Regional Support Network (RSN) such as Southwest Washington Behavioral Health, or to any non-profit corporation affiliated with the RSN, without the Contractor's consent. The County may make such transfer upon providing not less than fourteen (14) days written notice to the Contractor. The Contract is not intended to confer rights or benefits to any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

## EXHIBIT A

### **Business Associate Agreement and Qualified Service Organization Agreement**

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA), (the “Agreement”) is entered into between Clark County Department of Community Services (the “Covered Entity”) and ProtoCall Services (the “Business Associate”).

#### **Recitals**

A. Business Associate provides services to Covered Entity (the “Services”) which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

#### **Agreement**

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

## 2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is required by law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

### 3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will 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.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate 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.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an

Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its 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 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

#### 4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

#### 5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which

no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable,

complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the “Federal Drug and Alcohol Regulations”) in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate’s employees and agents will maintain Covered Entity’s patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate’s employees and agents will comply, as applicable, with the limitations on disclosure, re-disclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate’s employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

## 8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days’ prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business

Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County  
Department of Community Services  
ATTN: Jeff Hite  
P.O. Box 5000  
Vancouver, WA 98666-5000

If to Business Associate: ProtoCall Services  
ATTN: Laura Schaefer  
621 SW Alder Suite 400  
Portland, OR 97205