



SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
 3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
 (425) 388-7200

CONTRACT SPECIFICS:			
Contract Number: <u>BH-17-81-01-290</u>		Title of Project/Services: <u>Student Support Advocate Program</u>	
Maximum Contract Amount: \$199,245.00	Start Date: 01/01/2017	End Date: 12/31/2017	Status Determination: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor

CONTRACTING ORGANIZATION:			
Name: <u>Edmonds School District</u>	IRS Tax No. \ EIN: <u>91-6001871</u>		
Address: <u>20420 68th Avenue W.</u>	Unique Entity Identifier: <u>020-256-996</u>		
City: <u>Lynnwood</u>	Contact Person: <u>Patrick Murphy</u>		
State & Zip: <u>WA, 98036</u>	Telephone: <u>(425) 431-7105</u>		

FUNDING:			
Funding Authority: <u>RCW 82.14.460 RCW 71.24.555 Ord 16-097</u>	Funding Specifics: <u>County 1/10th of 1% Sales Tax, Liquor Profits & Excise Tax (2%), Mental Health Millage</u>		
Federal Agency: <u>n/a</u>	CFDA No. & Title: <u>n/a</u>		
Federal Award ID No: <u>n/a</u>			

County Program Division: Behavioral Health	County Contact Person: Amanda Franke	Contact Phone Number: 425-388-7422
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Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2015-193-290, maintained on file at the Human Services Department:

Specific Terms and Conditions	Attached as Exhibit A	HIPAA/Business Associate Agreement w/Attachment 1	Attached as Exhibit H
Statement of Work	Attached as Exhibit B		Attached as
Approved Contract Budget	Attached as Exhibit C		Attached as

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

Mary Jane Brell Vujovic, Director (Date)
Department of Human Services

(Title)

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

STUDENT SUPPORT ADVOCATE PROGRAM

I. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

- A. The Agency shall ensure all staff and volunteers have a criminal history background check on file. A background check must be completed at the time of employment or commencement of volunteer duties. If circumstances arise that cause the Agency to question the need for another background check, the Agency shall implement another check. All persons convicted of crimes listed in [RCW 43.43.830](#) and [RCW 43.43.842](#) are prohibited from having access to program participants.
- B. The Agency must have in place policies and procedures sufficient to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose information on individuals directly or indirectly except to the County or to the treatment professionals and agencies working on the individual's behalf to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its impending regulations at 45 CFR parts 160 and 164. The Agency shall comply with all terms and conditions of Exhibit H, HIPAA Addendum.

II. OTHER REVENUES

The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract or other source.

Revenues generated by the Agency from other funding sources under this program shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

III. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with the Basic Terms and Conditions.

IV. LOCATION AND HOURS OF SERVICES

- A. Services provided under this Contract shall be made available at assigned locations within Snohomish County as negotiated with the County.
- B. The Agency shall be open and provide services during its normal business hours, generally Monday through Friday from 8AM to 3PM; however, compliance with the Approved Statement of Work, Exhibit B of this Contract, also requires the Agency to meet varying student scheduling needs, including appointments set before or after normal business hours, on evenings, weekends, and during the summer.

V. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is also encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

VI. SUBCONTRACTING

All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

EXHIBIT B

STATEMENT OF WORK

STUDENT SUPPORT ADVOCATE PROGRAM

I. PROGRAM DESCRIPTION

The Agency shall implement the Student Support Advocate (SSA) Program for students identified as high risk for chemical dependency or mental health issues. This model involves placing a case manager in a school to help identify at-risk students' needs and connect students and families with relevant services in and outside of the K-12 system. This proactive intervention model keeps students engaged in school by assessing needs, connecting them to existing community resources, and advocating for their needs with community and State agencies. The Student Support Advocate Program model employs a holistic approach that also addresses the needs of the family in order to support students in reaching their potential.

The role of the Student Support Advocates is to provide case management services, which is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for options and services to meet a student and family's comprehensive health needs. This shall be accomplished through communication and connection to available resources to reduce risk factors and increase protective factors for each student.

II. MINIMUM SERVICE REQUIREMENTS

The Agency shall provide, at a minimum, the following services:

A. Three (3) SSAs shall implement the SSA program with fidelity at Edmonds-Woodway High School, Meadowdale High School, and Mountlake Terrace High School, providing case management services to high school students within the Edmonds School District. For the purposes of this Contract, students who engage in full case management services shall take priority over limited contact students. The SSAs shall coordinate with students, as well as their parents, teachers, counselors, community service providers, and other supportive adults to identify and meet student needs based on intake interviews and individually tailored success plans.

1. The Agency shall employ only qualified candidates as Student Support Advocates. Candidates shall have a minimum of a B.A. or B.S. in social work, psychology or equivalent work experience in social services or another related field. The Agency shall provide SSA qualifications to the

County upon request. No changes shall be made without prior written approval from the County.

2. The Agency shall adhere to the staffing model and minimum hiring qualifications identified in this Contract;
 3. Services provided not included in the Approved Contract Budget, Exhibit C, will not be reimbursed. Services must be invoiced on the document provided by the County.
 4. The Agency shall notify the County in writing of changes to its staffing assignments within ten (10) days of any change.
- B. Services shall be divided into the following categories for invoicing and supporting documentation purposes:
1. Direct Student Services (DSS): Direct Student Services shall include, but not be limited to face-to-face sessions with an individual student and/or the student's family to address the student's needs. Services may occur either on-site (at the Agency), at the student's home, or in the community.
 2. Indirect Student Services (ISS): Indirect Student Services shall include all contact (face-to-face, telephone, letter writing, email correspondence) with an individual student's support system, including, but not limited to: teachers, school administration, school nurses, mental health professionals, chemical dependency professionals, medical professionals, probation officers, housing navigators, Prevention Intervention specialists, McKinney-Vento specialist, 2-1-1, and the VOA Access Line.
 3. Outreach/Education Services (OES): Outreach/Education Services shall include, but are not limited to: internal Agency meetings and trainings; community meetings; training and information sharing to Agency staff and external providers about the Student Support Advocate program; external trainings; and other needed outreach not directly related to a particular case management student.
- C. The Agency shall prioritize the recruitment of at-risk students who are, or have family members who are, struggling with chemical dependency, mental illness, and/or meeting basic needs. All services shall be delivered in a culturally sensitive and trauma-informed manner.
1. Program participants shall be identified based on prevalence of risk factors, such as: student instability; school success issues; poor peer relations; family conflict or other behavioral health concerns within the family; abuse; food insecurity; housing issues or homelessness; aggressive or violent behavior; or other evident economic disadvantage.

2. Students shall access the SSA Program by student self-referral, as well as referrals from teachers, administrators, school counselors, parents, and other professionals.
- D. SSAs shall work with each student to identify their strengths and challenges and develop an individualized Student Success Plan. The content and format of the Student Success Plan shall be negotiated with the County. SSAs shall monitor each student's Success Plan and review progress with the student and their family quarterly, if not more frequently. SSAs shall maintain connections with the student, their family, and other support systems to provide ongoing support and resources.
 - E. SSAs shall assist students and their families with navigating complex social service systems such as the Department of Social and Health Services (DSHS), housing, mental health or chemical dependency treatment, and juvenile courts. SSAs shall ensure coordination with and referral to the school's McKinney-Vento specialist for students who are, or at risk of, homelessness. Advocates shall also provide general support for students and their families who may not have access to other community supports.
 - F. SSAs shall coordinate with other school personnel, including, but not limited to, Prevention-Intervention specialists and McKinney-Vento specialists, and assist with urgent needs and gaps as they arise to address identified needs on the Student Success Plan.
 - G. SSAs shall assist students and families without medical care coverage to enroll in Washington Apple Health (www.wahealthplanfinder.org).
 - H. Each SSA shall have a dedicated office space at their assigned school equipped with a computer and internet service.

Where practical, the SSA's office shall be located apart from the school discipline area and in a high traffic location for ease of access.

- I. General hours of operation shall be during the school day, but flexibility of scheduling is a priority of this Contract. Early morning, evening, or even weekend appointments, including home visits, shall be scheduled based on the needs of each student and their family.
 1. When general office hours are not observed, i.e. during school holidays or other scheduled vacation periods that exceed three (3) days in duration, the Agency shall maintain and monitor a central voicemail account, or SSA Helpline, to ensure continuity of service.
 2. SSAs shall be available to provide services during each school vacation period, as negotiated with the County. The Agency shall submit a plan for

the provision of summer services for approval by the County no later than **April 30, 2017**.

3. At a minimum, the plan for summer coverage shall include:
 - a. At least one SSA assigned to cover student needs and concerns at any given time;
 - b. Monitoring of central voicemail account or SSA Helpline; and
 - c. At least one (1) case management contact each month with each case managed student during school summer break (July and August). This service may include face-to-face meeting with student and/or family or a phone call with the student and/or family.
- J. SSAs shall participate in periodic Learning Community meetings and/or training events facilitated by the County. It is anticipated that these professional development meetings will occur quarterly, more or less, at the discretion of the County. The County will notify the Agency at least two (2) weeks prior to the scheduled date of the meeting.
- K. SSAs will remain abreast of community resources, including minimal participation in community meetings and events. As direct student and family support is a priority of this Contract, community meetings (outside of the Agency) shall be limited to 10% of the SSA's work time. Any deviation from this requirement in time must be preauthorized by the County.

III. CONSULTATION

SSAs shall provide program support and consultation to other Student Support Advocate program sites. Support and consultation provided to these sites shall be invoiced as professional service hours commensurate with each SSA's current hourly rate, detailed in Approved Contract Budget, Exhibit C.

IV. FLEX FUNDS

Flex funds are provided to procure goods and/or services directly related to the needs of individual students and/or families. Examples of such purchases may include, but are not limited to food, housing, bus pass, etc. Flex funds shall not be paid directly to the client or used for the purchase of alcohol, tobacco, or marijuana products. Itemized receipts must be submitted with monthly invoice for reimbursement.

V. REPORTING REQUIREMENTS

- A. The Agency shall submit quarterly outputs, either in a format provided by the County or exported from an Excel spreadsheet or Access database provided by the County. Quarterly outputs, at minimum, shall be as follows:
1. The total number of new students on the Student Support Advocate's caseload. New students are defined as students who entered onto the SSA's caseload within the given reporting period.
 2. The number of ongoing students served by their assigned Student Support Advocate during the previous reporting period and who continue to engage in those services during the current reporting period. For reporting purposes, students who engaged in services with the SSA in one calendar year (e.g., 2016) shall be classified as ongoing students the following calendar year (e.g., 2017).
 3. The number of limited contact students who make contact (1-2 contacts) with the Student Support Advocate, but who do not engage in full case management services.
 4. The number of students (new and ongoing) with active Student Success Plans.
 5. The number of students referred to Chemical Dependency Services (including referral to Prevention Intervention Specialists).
 6. The number of students referred to Mental Health Services.
 7. The number of appointments Student Support Advocates schedule outside of regular school hours.
 8. The number of off-site (home or in the community) visits made by Student Support Advocates.
 9. The number of external outreach/education meetings (outside of the Agency) attended.
 10. The number of students with successful summer case management contacts (two [2] per student during July-August; Quarter Three reporting only).
 11. The percentage of successful summer contacts (number of contacts divided by total number of case management students; Quarter Three reporting only).

- B. The Agency shall submit biannual outcome reports, in a format provided by the County or exported from an Excel spreadsheet or Access database provided by the County. Due to current transition from paper documentation to Excel spreadsheet and Access database, it is expected that baseline data for all existing active and continuing students be entered into the Excel spreadsheet by **March 1, 2017**. The first set of outcome data will be collected on **July 15, 2017**. Outcomes collected shall be, at a minimum:
1. Engagement in Substance Use Disorder Services: A positive outcome is defined as verified client engagement with a chemical dependency professional in substance use disorder services (i.e. assessment appointment, intake appointment, verified engagement in treatment).
 2. Engagement in Mental Health Services: A positive outcome is defined as verified client engagement with a mental health professional in mental health services (i.e. assessment or intake appointment, verified engagement in services).
 3. Engagement in Homeless Support Services: A positive outcome is definite as client connect to a coordinated entry site, verified engagement with a Homeless Prevention Navigator, and/or engagement in eviction prevention services. Additionally, verified connection to Cocoon House, shelter, or other established safe place to stay.
 4. School Attendance: A positive outcome is defined as fewer missed days during the reporting period than the baseline total.
 5. School Grades: A positive outcome is defined as fewer failing classes during the reporting period than baseline total.
 6. School Discipline: A positive outcome is defined as fewer discipline referrals during the reporting period than baseline total.
- C. The Agency shall prioritize data collection and entry as a requirement of this Contract. SSAs shall ensure that an appropriate amount of time for data entry is set aside in their schedules on a regular basis (at a minimum monthly) to ensure accurate and up-to-date information.
1. SSAs shall utilize the County-developed data collection tools, including an Excel spreadsheet and Access database, and adhere to approved definitions for output and outcome measures.
 2. SSAs shall record data for each outcome measure for each student, regardless of the reason for referral.

3. Data from Excel spreadsheet or Access database will be reviewed on a schedule to be determined by the County, and may be shared at Learning Community meetings.

VI. PROGRAM EVALUATION SUMMARY

The Agency shall submit a final evaluation summary and outcome report detailing program success and challenges, including changes in participants' attitudes, knowledge, behavior, and skills on or before **January 15, 2018**. The narrative component of this report may be brief, but must reflect the outcomes for each service identified in this Contract and include the following:

- A. A brief program description;
- B. What changes the Agency initially anticipated regarding program participant knowledge, skills, attitudes and/or behaviors;
- C. The Agency's actual program outcomes and how they were measured;
- D. The program's successes;
- E. The program's challenges; and
- F. What the Agency will/would do differently.

**EXHIBIT C
 CONTRACT BUDGET - UNIT RATE
 STUDENT SUPPORT ADVOCATE PROGRAM**

AGENCY NAME: Edmonds School District
CONTRACT PERIOD: 1/1/2017 to 12/31/2017

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
1/10th of 1% Sales Tax	1/1/17-12/31/17	\$ 148,245	\$ -	\$ 148,245
Liquor Profits & Excise Tax (2%)	1/1/17-12/31/17	\$ 50,000		50,000
Mental Health Millage	1/1/17-12/31/17	\$ 1,000		1,000
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 199,245	\$ -	\$ 199,245

MATCHING RESOURCES:

TOTAL MATCHING RESOURCES: \$ -	

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: N/A

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXHIBIT H

HIPAA / BUSINESS ASSOCIATE AGREEMENT STUDENT SUPPORT ADVOCATE PROGRAM

I. PURPOSE

The Agency will receive, have access to or create Protected Health Information, as that term is defined below, in order to provide services on behalf of the County under the Contract. The purpose of this Exhibit is to provide assurances regarding responsibilities to maintain strict confidentiality, under the Health Insurance Portability and Accountability Act (Pub. L. No. 104-191) (“HIPAA”) and the implementing regulations promulgated thereunder, 45 CFR Parts 160 and 164 (the “HIPAA privacy regulations”), of individually identifiable health information (“Protected Health Information” or “PHI”) to which Agency gains access under this Contract. The HIPAA privacy regulations provide that a covered entity is permitted to disclose Protected Health Information to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written agreement that the business associate will appropriately safeguard the Protected Health Information. For those purposes, the Agency is a business associate of the County.

II. DEFINITIONS

- A. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access Confidential Information.
- B. “Disclose” and “disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Agency’s internal operations or to other than its employees.
- C. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- D. “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- E. “Protected Health Information” has the same meaning as that term is defined in 45 C.F.R. § 160.103, limited to the information created or received by Agency from or on behalf of the County.

- F. "Required by law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. "Required by law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.
- G. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a Hardened Password, passphrase or other mechanism, authenticates a user to an information system.
- H. "Use" or "uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Agency's internal operations.
- I. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

III. OBLIGATIONS OF AGENCY

- A. Use and Disclosure. The Agency shall not use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.
- B. Appropriate Safeguards. The Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit.
- C. Mitigation. The Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information by Agency in violation of the requirements of this Exhibit.
- D. Reporting Unauthorized Use or Disclosure. The Agency shall report to the County within five (5) business days any use or disclosure of Protected Health Information not provided for by this Exhibit of which it becomes aware.
- E. Use of Agents and Subagencies. The Agency shall require that each of its agents and subagencies to whom it provides Protected Health Information received from or created or received by Agency on behalf of the County agree in writing to the same restrictions and conditions that apply through this Exhibit to Agency with respect to such information.

- F. Individual Access. The Agency shall provide access, at the request of the County, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Amendments to Protected Health Information. The Agency agrees to make any amendments to Protected Health Information that the County directs or agrees to pursuant to 45 C.F.R. § 164.526 within ten (10) business days of the County's request.
- H. Agency Compliance Records. The Agency shall make its internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Agency on behalf of, the County available to the County in the time and manner designated by the County, for purposes of the County determining the Agency's compliance with the HIPAA privacy regulations.
- I. Documentation and Accounting of Disclosures. The Agency shall document disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. The Agency further agrees to provide the County with such accounting within ten (10) business days of its request to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

IV. PERMITTED USE AND DISCLOSURE BY AGENCY

- A. General Use and Disclosure. Except as otherwise limited by this Exhibit, the Agency may use or disclose Protected Health Information to perform its obligations and services to the County, provided that such use or disclosure would not violate the HIPAA privacy regulations if done by the County.
- B. Specific Use and Disclosure Provisions.
 - 1. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information for the proper management and administration of the Contract or to carry out the legal responsibilities of the Agency.
 - 2. Except as otherwise limited in this Exhibit, the Agency may disclose Protected Health Information for the proper management and administration of the Agency, provided that disclosures are required by law, or Agency obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Agency of any

instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information to provide data aggregation services to the County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B), if applicable.
4. The Agency may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

V. OBLIGATION OF COUNTY

The County shall notify the Agency of any known future restrictions or limitations on the use of Protected Health Information that would affect Agency's performances of services under the Agreement, and Agency shall thereafter restrict or limit its uses and disclosures accordingly.

VI. TERMINATION FOR CAUSE

- A. In addition to and notwithstanding the termination provisions in the Contract, upon the County's discovery of a material breach by Agency of the provisions of this Exhibit, the County may:
 1. Provide an opportunity for Agency to cure the breach or end the violation and terminate the Contract if Agency does not cure the breach or end the violation within the time specified by the County; or
 2. Immediately terminate the Contract if Agency has breached a material term of the Contract and cure is not possible.
- B. If neither termination nor cure is feasible, the County shall report the violation to the Secretary of the United States Department of Health and Human Services.

VII. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- A. Except as provided in Section VII.B below, upon termination for any reason or expiration of the Contract, the Agency shall within ten (10) business days of such termination or expiration return or destroy all Protected Health Information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subagencies or agents of Agency. The Agency shall retain no copies of the Protected Health Information.

- B. In the event that the Agency determines that returning or destroying the Protected Health Information is infeasible, the Agency shall provide to the County notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, the Agency shall extend the protections of this Exhibit to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such Protected Health Information. This provision shall survive termination of the Contract.

VIII. HITECH COMPLIANCE

- A. The Agency acknowledges and agrees to follow the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act outlines the Agency's obligations when addressing privacy, security and breach of notification.
- B. In the event of a breach of unsecured protected health information (PHI) or disclosure that compromises the privacy or integrity of PHI, the Agency shall take all measures required by state or federal law. The Agency shall provide the County with a copy of its investigative results and other information requested. The Agency shall report all PHI breaches to the County.
- C. The Agency shall notify the County within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative as outlined in 45 CFR §§164.304, 164.314 (a)(2)(C), 164.504(e)(2)(ii)(C), and 164.400-.414.
- D. The Agency shall notify the County within one (1) business day by telephone or e-mail of any potential breach of security or privacy. The Agency shall follow telephone or e-mail notification with a secured faxed or other written explanation of the breach, to include the following: date and time of the breach, medium that contained the PHI, origination and destination of PHI, the Agency's personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible for the mitigation. The Agency shall address communications to:

Snohomish County Human Services
3000 Rockefeller Avenue, MS 305
Everett, WA 98201.

IX. MISCELLANEOUS

- A. No Third Party Beneficiaries. Nothing in this Exhibit shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liability whatsoever.
- B. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits the County to comply with the HIPAA and HITECH privacy regulations.
- C. Amendments. The parties agree to take such action as is necessary to amend the requirements under this Exhibit from time to time as is necessary for the County to comply with the requirements of the HIPAA and HITECH privacy regulations as may be amended or clarified by any applicable decision, interpretive policy or opinion of a court of the United States or governmental agency charged with the enforcement of the HIPAA and HITECH privacy regulations.

X. DATA SECURITY REQUIREMENTS

A. Data Transport.

When transporting Confidential Information electronically, including via email, the data will be protected by:

1. Transporting the data within the County network or Agency's internal network; or
2. Encrypting any data that will be in transit outside the County's network or Agency's internal network. This includes transit over the public Internet.

B. Protection of Data.

The Agency agrees to store data on one (1) or more of the following media and protect the data as described:

1. **Hard disk drives**. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
2. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to

the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

3. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section D. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
4. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS or the County on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access said data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS or the County on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
6. **Paper documents.** Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe to which only authorized persons have access.

7. Data storage on portable devices or media.

- a. County data shall not be stored by the Agency on portable devices or media unless specifically authorized within the Specific Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
 - 1) Encrypt the data with a key length of at least 128 bits;
 - 2) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - 3) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;
 - 4) Physically protect the portable device(s) and/or media by:
 - a) Keeping them in locked storage when not in use;
 - b) Using check-in/check-out procedures when they are shared; and
 - c) Taking frequent inventories.
- b. When being transported outside of a secure area, portable devices and media with confidential County data must be under the physical control of Agency staff with authorization to access the data.
- c. Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a secure area.
- d. Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

8. Data Stored for Backup Purposes

- a. Data may be stored on portable media as part of an Agency's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while Confidential Information

still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

- b. Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc) as part of an Agency's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Exhibit H. If this media is retired while Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

C. Data Segregation.

1. County data must be segregated or otherwise distinguishable from non-County data. This is to ensure that when no longer needed by the Agency, all County data can be identified for return or destruction. It also aids in determining whether County data has or may have been compromised in the event of a security breach.
2. County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-County data; or,
3. County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to County data. Or,
4. County data will be stored in a database which will contain no non-County data. Or,
5. County data will be stored within a database and will be distinguishable from non-County data by the value of a specific field or fields within database records. Or,
6. When stored as physical paper documents, County data will be physically segregated from non- County data in a drawer, folder, or other container.
7. When it is not feasible or practical to segregate County data from non-County data, then both the County data and the non- County data with which it is commingled must be protected as described in this Exhibit.

D. Data Disposition.

When the contracted work has been completed or when no longer needed, except as noted in B.2 above, data shall be returned to the County or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	<ol style="list-style-type: none"> 1. Using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data; 2. Degaussing sufficiently to ensure that the data cannot be reconstructed; or 3. Physically destroying the disk.
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.

- E. Notification of Compromise or Potential Compromise. The compromise or potential compromise of County shared data must be reported to the County contact designated in the Contract within one (1) business day of discovery.
- F. Data shared with Subagencies. If County data provided under this Contract is to be shared with a subagency, the Contract with the subagency must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Agency cannot protect the data as articulated within this Contract, then the Contract with the subagency must be submitted to the County contact specified for this Contract for review and approval.

ATTACHMENT 1, EXHIBIT H

Agency Agreement on Nondisclosure of Confidential Information
This form is for Agencies and other non-County employees.

CONFIDENTIAL INFORMATION

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.

"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.

REGULATORY REQUIREMENTS AND PENALTIES

State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.

ASSURANCE OF CONFIDENTIALITY

In consideration for Snohomish County granting me access to County property, systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use County systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share County system passwords with anyone or allow others to use the County systems logged in as me.
7. Will not distribute, transfer, or otherwise share any County software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the County.

FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS

This form will be read and signed by each non-County employee who has access to Confidential information, and updated at least annually. Provide the non-County employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.

SIGNATURE

PRINT/TYPE NAME

NON-COUNTY EMPLOYEE'S SIGNATURE

DATE