CONTRACT FOR SERVICES

This **Contract for Services**, **#2024-00000253**, is hereby made by and between the **Tacoma-Pierce County Health Department** ("**Department**"), and **Bonney Lake High School** ("**Contractor**").

I. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

A. ***Contract*** means this **Contract for Services** together with the below-identified attachments, each of which is incorporated in this Contract for Services by this reference.

Addendum	Page	Description
A	10-11	Contractor Services
B	12	Reimbursement
C	13-18	Business Associate Agreement

B. ***Services*** means all work performed by **Contractor** for **Department** pursuant to and governed by this **Contract**.

C. ***Records*** means all documents arising out of or related in any way to the **Services**, including, without limitation, any paper, correspondence, note, report, tape, plan, book, photo, film, video, sound recording, machine-readable material and data file in the possession or under the control of **Contractor**, its employees, agents, successors, or assigns.

D. ***Confidential Information*** means all non-public information that **Department** designates as being confidential, or that which under the circumstances ought to, in good faith, be treated as confidential.

II. TERM

The term of this **Contract** shall begin **October 1, 2024** and end **June 30, 2025**, unless terminated earlier pursuant to its terms and conditions. Should this **Contract** be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date. **Department** reserves the right to renew this **Contract** on the same terms, for up to two (2) additional one-year terms, based upon available funding and satisfactory performance.

III. PAYMENT

The **DEPARTMENT** shall pay the maximum sum of **$12,200** for the services provided by the **CONTRACTOR** as set forth in Addendum A. The payment for the services provided shall be made as set forth in Addendum B, attached hereto and incorporated by reference.

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IV. HOLD HARMLESS

Contractor agrees to defend, indemnify and hold harmless **Department**, its appointed and elected officials, officers, directors, employees, and agents from and against any and all liabilities, losses, claims, obligations, demands, costs, damages and expenses, including attorney's fees (collectively, a "**Claim**") arising out of or in any way related to **Contractor's** performance of this **Contract**, to the extent caused by the negligent acts or omissions of **Contractor**, its subcontractors, agents, successors and assignees, or anyone directly or indirectly employed by **Contractor** or anyone for whose acts **Contractor** supervise or control (each a "**Contractor Party**"), regardless of whether or not such **Claim** is caused in part by **Department**. Where a **Claim** arises from the concurrent fault of the parties to the **Contract**, **Contractor's** obligations under this Section shall only apply to extent of the respective fault of **Contractor** and **Contractor Parties**. This duty to defend, indemnify and hold harmless shall apply regardless of whether a **Claim** is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and **Contractor** waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless. This duty to defend, indemnify and hold harmless shall apply regardless of whether this **Contract** is executed after **Contractor** begins the **Services** and shall extend to claims arising after this **Contract** is terminated. **Contractor** shall use legal counsel reasonably acceptable to **Department** in defense of **Claims** within **Contractor's** defense obligations.

V. INSURANCE

A. **Contractor** shall maintain, at its own expense, during the duration of this **Contract**, all insurance identified below. All insurance required below shall be secured with insurance companies having an A.M. Best's rating of not less than A-VII.

1) **Commercial General Liability Insurance**, using Insurance Service Office form CG0001 or the equivalent, with minimum limits of no less than **$1,000,000** each occurrence, $2,000,000 general aggregate, including, but not limited to, bodily injury, including death, and damage to property, premises and operations, products and completed operations (for the entire period of the applicable statutes of limitation); independent contractors; blanket contractual; personal injury and advertising injury.

2) **Commercial Automobile Liability Insurance**, with minimum limits of no less than **$1,000,000** each accident, with coverage applying to all owned automobiles, hired and non-owned.

3) **Professional Liability or Errors, and Omissions Insurance**, where **Services** delivered pursuant to this **Contract** either directly or indirectly involve or require providing professional services *("professional services" for the purposes of this **Contract**, shall mean physician, psychologist, engineering, or other licensed or certified profession)*, with limits not less than $1,000,000 each claim, $1,000,000 aggregate.

4) **Workers' Compensation Insurance** as required by Washington State law.

5) **Employer's Liability** with limits not less than $1,000,000 each employee, $1,000,000 each occurrence, $1,000,000 annual aggregate.

B. **Contractor** shall provide **Department**, by endorsement or policy provision, at least thirty (30) days' written notice prior to any cancellation, non-renewal, or material change; provided that only ten (10) days' notice is required prior to cancellation for premium non-payment.

C. Promptly following demand by **Department**, **Contractor** shall provide to **Department** acceptable certificates of insurance evidencing coverage required according to this **Contract** prior to commencement of **Services** and at any other time requested by **Department**.

D. **Department** shall have no obligation to report occurrences unless a claim is filed with the Director of Health.

F. **Self-Insurance**

1) In the event **CONTRACTOR** has a self-insurance program, **CONTRACTOR's** responsibilities to **DEPARTMENT** are not waived. **CONTRACTOR** will be responsible for defending and indemnifying and holding **DEPARTMENT** harmless from any and all **Claims** in the same manner as would be required and provided by an insurance company under this section. The intent of this clause is to provide "Additional Insured" coverage to **DEPARTMENT** in the same manner as would have been provided by an insurance policy.

2) Evidence of **CONTRACTOR's** self-funded/self-insurance program will be provided to **DEPARTMENT**, including name, address and phone number of a claim manager, along with the name and description of the self-funded/self-insurance plan.

3) **CONTRACTOR** will also provide a Certificate of Insurance listing all excess layers of liability coverage, limits and SIR's or deductibles.

VI. RECORDS, CONFIDENTIALITY, AND OWNERSHIP OF WORK FOR HIRE

A. **Contractor** shall maintain and preserve, for the time period described in Section VI (B) below, all **Records** despite any document retention policy to the contrary. **Department**, its attorneys, agents, and authorized representatives shall have the right, during the time period described in Section VI (B) below, to examine and copy all Records and shall have open access to **Records** for any purpose, including, but not limited to, the purpose of audit, inspection, and reproduction.

B. The time period, for purposes of Section VI (A), shall end eight (8) years after the final payment, or final settlement under this **Contract**, or final resolution of any disputed matter arising out of the **Contract**, whichever occurs later.

C. **Contractor** shall provide **Department** with prompt access to **Records** and agrees to ensure to the extent possible the cooperation of its agents and employees to aid **Department** in the collection of such information and **Records** as **Department** may require in complying with applicable state and federal laws, including, without limitation, data breach notification requirements. **Department** shall give reasonable notice to the **Contractor** to gain access to **Records**.

D. **Contractor** shall not submit to any agency or third party any data, **Records**, reports, summaries, analyses, documents, other materials, or **Records** developed by **Contractor** in connection with the **Services** without first affording **Department** reasonable opportunity *(to be not less than ten [10] business days)* to review and approve the release of such material.

E. All **Records** except medical and client treatment records or records otherwise exempt by law, shall be considered to be public records and maintained in accordance with applicable laws. Medical client treatment records of all kinds shall be considered confidential. **Contractor** agrees to notify **Department** immediately if there is a breach of security of any system maintained by **Contractor** that includes personal information (as defined in RCW 19.255.010) acquired in connection with **Contractor's** performance of **Services** under this **Contract**.

All **Records**, including pre-contract documents (such as bid documents), supplied by **Contractor** shall be considered to be public records. **Contractor** acknowledges that **Department** is a public entity subject to the Public Records Act, Chapter 42.56 RCW. **Contractor** further acknowledges that **Records** submitted to **Department** may be subject to release to a third party. If **Contractor** believes that any **Records** should be confidential (such as trade secret or other proprietary data) **Contractor** must mark such **Records** accordingly. If **Department** receives a request for **Records** which would include **Records** marked by **Contractor** as confidential, **Department** may, at its sole option, contact and notify **Contractor** of the request. If **Contractor** desires to prevent release of the **Record**, it shall be **Contractor's** sole responsibility to obtain a court order enjoining the release. Nothing in this section

shall be deemed to impose any duties, obligations, or liability upon **Department** for the release of **Records** regardless of whether they are marked confidential.

F. All rights, title, and interest in anything produced in the performance of this **Contract**, including, without limitation, all inventions, works of authorship, designs, know-how, ideas, **Work**, and information, shall pass to **Department** when payment is made pursuant to the **Contract**.

G. **Contractor** shall warrant that all titles pass to **Department** free from claims, liens, special interests, or encumbrances.

H. Should **Department** order or commission, pursuant to this **Contract**, the creation of an original work or works by **Contractor** for use as one or more of the following ("**Work**"), the parties agree that the **Work** shall be conserved a "work made for hire" as defined by 17 U.S.C. § 201(b): as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

1) In the event the **Work** is for any reason determined not to be a work made for hire, **Contractor** does hereby assign to **Department** all exclusive right, title and interest to the **Work**, including all copyrights in the **Work**. **Contractor** hereby irrevocably designates and appoints **Department** as its agent and attorney-in-fact, coupled with an interest, to act for and on **Contractor's** behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by **Contractor**.

2) **Contractor** warrants that the **Work** will not infringe upon any existing copyright, and that **Contractor** will indemnify, defend, and hold **Department** harmless against any claim, demand, action or recovery, including attorney fees and costs, against **Department** by reason of any violation of proprietary or copyright law arising out of or in connection with the **Work**.

VII. DEFAULT OR BREACH OF CONTRACT

A. Any of the following events constitutes a default under this **Contract**:

1) **Contractor's** failure to comply with the terms and conditions of this **Contract** or to substantiate compliance;

2) **Contractor's** ineffective, improper, or illegal use of **Contract** funds;

3) **Contractor's** provision of materials, information, reports, or documentation which is incomplete, misleading, incorrect, or false, either knowingly or inadvertently;

4) **Contractor's** failure to provide the **Services** in a timely and reasonable manner;

5) Any illegal act on the part of **Contractor**; and

6) Any failure to resolve, in a timely fashion, audit findings associated with this **Contract**.

B. None of **Department's** rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to **Department** at law or in equity, and no express or implied waiver by **Department** of any default shall constitute a waiver of any other default or a waiver of any of **Department's** rights.

C. In the event that it is determined that any funds were disbursed under this **Contract** in violation of the terms and conditions of this **Contract**, such sums shall be promptly reimbursed to **Department** upon written demand. Neither payment of any funds under this **Contract**, nor any other action of **Department** or its agents or employees, prior to the discovery of the violation, shall constitute a waiver

thereof.

VIII. SUSPENSION/TERMINATION

A. **Department** may terminate this **Contract** at any time upon the default of **Contractor** or upon public convenience, including but not limited to loss of or reduction in funding. In the event of termination, all finished or unfinished documents, reports, or other material or **Work** of **Contractor** pursuant to this **Contract** shall be submitted to **Department**, and **Contractor** shall be entitled to just and equitable compensation for any satisfactory **Services** completed prior to the date of termination, not to exceed the total compensation set forth herein. Termination shall be accomplished by providing **Contractor** with fourteen (14) days written notice. **Contractor** shall not be entitled to any reallocation of cost, profit, or overhead. **Contractor** shall not be entitled to anticipated profit on **Services** not performed, penalties, or termination charges because of such termination. **Contractor** shall use its best efforts to minimize the compensation payable under this **Contract** in the event of such termination. If the **Contract** is terminated for default, **Contractor** shall not be entitled to receive any further payments under the **Contract** until all **Services** have been fully performed. Any extra cost or damage to **Department** resulting from any default(s) shall be deducted from any money due or coming due to **Contractor**. Where the **Contract** is terminated as a result of **Contractor's** default, **Contractor** shall be responsible for all increased expenses incurred by **Department**, including all increased costs for completing the **Services**.

B. **Department** may suspend this **Contract**, at its sole discretion, upon five (5) business days advance written notice to **Contractor**. Such notice shall indicate the anticipated period of suspension, if known. Any reimbursement for expenses incurred due to the suspension shall be limited to **Contractor's** reasonable expenses, and shall be subject to verification. **Contractor** shall resume performance of **Services** under this **Contract** without delay when the suspension period ends. The time for completion shall be extended by the same number of days the work is suspended. In the event the suspension period exceeds 120 days the term of this **Contract** may be renegotiated at the request of either party. Both parties are granted the option to terminate the suspension portion of the **Services** if renegotiations are not successful.

C. Notwithstanding anything in this **Contract** to the contrary, if the funding authorities of **Department** *(Federal, State, and local agencies)* fail to appropriate funds to enable **Department** to continue payment as specified within this **Contract**, **Department** may suspend or terminate this **Contract** without penalty or termination charges provided **Contractor** receives at least fourteen (14) days prior written notice of lack of appropriate funds as the reason for the suspension or termination.

IX. JURISDICTION

This **Contract** shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this **Contract** shall be in the State of Washington. Venue for all actions arising pursuant to this **Contract** shall lie within Pierce County, Washington.

X. ATTORNEY FEES

In the event of litigation arising out of this **Contract**, each party shall be responsible for payment of their own attorney's fees and costs except as otherwise provided herein.

XI. INTERPRETATION

Any provision of this Contract that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

XII. INDEPENDENT CONTRACTOR

A. All **Services** shall be furnished by **Contractor** as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant.

B. **Contractor's** entire compensation for this **Contract** is specified in Addendum B. **Contractor** is not entitled to any **Department** benefits including, but not limited to, overtime pay, worker's compensation, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to **Department** employees.

XIII. PERFORMANCE

Contractor shall perform all **Services** in accordance with all applicable industry and professional standards. **Contractor** agrees that it will use only qualified, competent personnel, and that it will not make substitutions for person(s) whose performance **Department** has specifically desired.

XIV. TIME

Time is of the essence to this **Contract**. **Contractor** warrants that all **Services** can be completed within the time specified herein.

XV. NOTICE AND MODIFICATION OF CONTRACT

A. All notices required under this **Contract** shall be directed to the applicable **Representative** in writing and personally delivered or sent by overnight courier or certified mail, return receipt requested. Notices shall be effective upon the earlier of receipt by the party or three (3) days after mailing if sent by overnight courier or certified mail, return receipt requested.

B. No amendments or modifications to this **Contract** are valid or binding until reduced to writing and signed by the **Representatives** of both parties, except in the event of an increase to the dollar amount of the original **Contract**, which may be approved solely by **Department**.

XVI. SUBCONTRACTS

A. **Contractor** shall obtain written approval from **Department** prior to subcontracting for any portion of the **Services**. If **Department** has reasonable objection to a proposed subcontractor, **Contractor** shall propose an alternate subcontractor. By appropriate written agreement, **Contractor** shall require each subcontractor, to the extent of the **Services** to be performed by the subcontractor, to be bound to the **Contractor** by the terms of the **Contract**, and to assume toward **Contractor** all the obligations and responsibilities which **Contractor** assumes toward **Department**. **Contractor** shall in all instances remain fully responsible for **Contract** performance.

B. **Contractor** shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

C. **Contractor** shall obtain a written agreement between **Contractor** and all subcontractors that meet all the requirements of a Business Associate Agreement as defined by HIPAA. **Contractor** is responsible for ensuring there is a proper Business Associate Agreement in place with all subcontractors if any

portion of the **Services** requires access to or use of protected health information.

D. **Contractor** shall solicit and utilize Minority & Women's Business Enterprises as subcontractors to the extent required by **Department**.

XVII. ASSIGNMENT

Contractor may not assign its interest in this **Contract** without **Department's** prior consent.

XVIII. COMPLIANCE WITH LAWS AND REGULATIONS

A. **Contractor**, its agents, employees, independent contractors, and others over whom **Contractor** has supervision or control shall perform the **Services** in accordance with, and shall adhere to and/or comply with all applicable laws, ordinances, requirements, directions, rules, statutes, regulations, and lawful orders of any governmental authority or agency, and shall also adhere to and/or comply with all applicable **Department** regulations, policies, and procedures. When necessary as determined by the **Department**, **Contractor** shall attend **Department** meetings.

B. **Contractor** represents and warrants that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. **Contractor** further agrees that it will notify **Department** immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

C. **Contractor** shall pay all taxes for the **Services** provided by **Contractor**.

D. As the understanding of COVID-19 continues to evolve, so too have the health and safety requirements developed by state and federal authorities, including the Centers for Disease Control, the Occupational Safety and Health Administration, the Washington State Governor's Office, and the Washington State Department of Health. Contractor shall meet the COVID-19 worksite-specific safety practices identified by state and federal authorities. All costs relating to meeting these requirements shall be borne by the Contractor.

XIX. NONDISCRIMINATION

Each party covenants that in providing the **Services** and otherwise performing under this Contract, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

XX. DISPUTES

In the event of a dispute in the interpretation or application of this **Contract**, both parties are to proceed with good faith negotiation to resolve said dispute. However, in the event such dispute cannot be resolved within thirty (30) days of either party requesting negotiation, the dispute may be appealed to the Director of Health for resolution. Any action arising out of or relating to this **Contract** shall be construed in accordance with the laws of the State of Washington without giving effect to its choice of law rules. The venue of any such dispute shall be in Pierce County Superior Court.

XXI. RISK OF LOSS

Any risk of loss to materials, supplies, and equipment covered by or used under the performance of this **Contract** remains with the **CONTRACTOR** unless special provision is made otherwise. Furthermore, the

CONTRACTOR bears the risk of loss as to Title and delivery which the **DEPARTMENT** is to acquire prior to the end of the **Contract**, until such Title has passed and delivery has been made.

XXII. AUDITS

A. **Department** may inspect, review, or audit, with reasonable notice and during ordinary business hours, the **Records**, including, without limitation, financial records, and **Contractor's** facilities. **Contractor** shall maintain detailed, itemized records of all income received and expenses incurred pursuant to this **Contract** and shall maintain such other financial management system and records and administer funds received pursuant to this Contract in accordance with all applicable state and federal requirements.

B. **Contractors** receiving **$750,000** or more in federal funds from any source, or **$750,000** or more of state funds from the **Department** in any one fiscal year, must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 Code of Federal Regulations (CFR) Part 200, including the preparation of an audit by an independent C.P.A. in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 75, and with generally accepted accounting principles.

1) **Contractor's** independent auditor shall provide **Department** with assurance that this **Contract** has been administered in accordance with the **Contract** provisions and the Uniform Guidance, where applicable, if **Contractor** is deemed a sub-recipient by **Department** and receives **$750,000** or more in federal funds from any source in any one fiscal year.

2) All audits of sub-recipients shall be performed in accordance with generally accepted auditing standards, and the standards for financial-related audits contained in the Government Auditing Standards - Standards for Audit of Governmental Organizations, Programs, Activities and Functions issued by the U.S. General Accounting Office; and the Uniform Guidance, where applicable, and the audit requirements outlined in the Washington State Budget Accounting and Reporting System. In addition, the audit shall adhere to the general and specific compliance requirements pertaining to the specific federal funding source; these requirements are found in the Uniform Guidance. For those federal funds not listed in the Uniform Guidance, federal compliance shall meet the terms of the specific grant award and/or current CFR.

3) **Contractor** is required to submit to **Department** the independent audit engagement letter once agreement has been reached, and the independent auditors final report is to be submitted within thirty (30) days following the issue of the report.

4) Working papers provided to the independent auditor shall be made available to **Department** or their designee.

5) **Contractor** shall inform **Department** of the date and time of the independent auditor's exit interview with **Contractor**, and a representative of **Department** shall be present at the exit interview if **Department** so desires.

6) In the event that **Contractor's** independent auditor does not provide the assurances necessary to satisfy federal and state audit requirements, **Department** retains the right to request a full audit and **Contractor** will be responsible for any additional costs incurred in order to provide the required assurances.

XXIII. CONTRACT EXECUTION

A. **Department** and **Contractor** both represent and warrant that they have the power, authority and legal right to enter into this **Contract** by and through the undersigned **Representatives**, they have taken all action necessary to authorize the execution, delivery and performance of this **Contract** and all other documents and instruments otherwise required or contemplated hereunder and thereunder, any and

all of which do not and shall not contravene the provisions of any governing document or agreement or instrument to which **Department** or **Contractor** is bound, and shall not cause or result in any violation, breach or default of, or accelerate any payment under, any such agreement or instrument. When executed and delivered, this **Contract** will constitute the legal, valid and binding obligations of **Department** and **Contractor** enforceable in accordance with its terms (except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally, none of which is now applicable or contemplated by **Department** or **Contractor**).

B. This **Contract** and any amendments may be executed and transmitted electronically and/or digitally in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original. Signed copies of this **Contract** shall be deemed original.

XXIV. CONTRACT REPRESENTATIVES / LIAISONS

The below-identified **Representatives** of **Contractor** and **Department** certify that they are authorized to sign and bind each the respective entities. Absent written notification advising otherwise, the written consent of the same **Representatives** shall be required to effectuate any amendment or modification of this **Contract**.

Contractor and **Department** both agree to identify a **Liaison** intended to serve as a primary contact during the administration of this Contract relative to the operational details, scheduling, and any other matter that does not constitute a modification or amendment of the **Contract**.

Representatives of the parties shall be as follows:

On behalf of **Contractor:**

Thu Ament
Bonney Lake High School
1202 Wood Avenue
Sumner, WA 98390
Phone: (253) 891-5700

The Liaison for **Contractor** shall be:

Charissa Janke
Email: charissa_janke@sumnersd.org

On behalf of **Department:**

Ingrid Payne, Finance Director
3629 South D Street, MS1004
Tacoma, WA 98418-6813
Phone: (253) 649-1515
Fax: (253) 649-1521

The Liaison for **Department** shall be:

Hannah Snyder
Email: hsnyder@tpchd.org

12/04/2024

Date of Signature

Thu Ament (Dec 4, 2024 14:51 PST)

Authorized **Contractor** Signature

Thu Ament

Printed Name of Authorized Signature

Date of Signature

Ingrid Payne

Authorized **Department** Signature

Ingrid Payne, Finance Director

Printed Name of Department Signature

Date of Signature

$12,200
Dollar Amount for this **Contract**

Authorized Department Signature
(for Contracts Over $25,000)
Chantell Harmon Reed, Director of Public Health

Printed Name of Department Signature

ADDENDUM A: CONTRACTOR SERVICES *(Scope of Work)*

This Addendum applies to **Contract #2024-00000253** between **Department** and **Contractor**. During the specified **Contract** term, **Contractor** shall provide the **Services** described below:

Youth Substance Use Prevention Program
Community and Schools Grants
Scope of Work

The **Department's** mission is to safeguard and enhance the health of the communities of Pierce County. Preventing youth substance use and developing health coping skills are critical factors in maintaining a healthy lifestyle and reducing the risk factors associated with chronic disease. Implementing proven community-based and school health strategies has been shown to be effective in improving children's well-being and quality of life.

The **Department's** Youth Substance Use Prevention Program supports community agencies, and schools to make positive and sustainable changes by focusing on strategies that provide opportunities to improve the protective factors of youth.

The **Department** will fund the **Contractor** to implement strategies, improve systems, and implement policies that support youth health.

By June 30, 2025, the following activities will be conducted by the **Contractor**.

1. Provide the **Department** with a detailed project plan and timeline including evaluation metrics.
2. The Project Coordinator will maintain regular communication with the Grant Manager from the **Department**. The Project Coordinator and the Grant Manager will check in monthly - virtually or in person.

3. **Contractor** will collect reflection and evaluation data from participants of their grant activities. At the end of the grant cycle, **Contractor** will share stories, pictures, and evaluation information with the Grant Manager. **Department** will provide an evaluation reporting template and a reflection form (Microsoft form).
4. **Contractor** will attend the December, March, and June regional PC2 networking meetings.
5. **Contractor** to complete the following activities:
   A. Host 4 planning and education meetings with the journalism club.
   B. Conduct outreach to a minimum of 5 clubs to join the campaign.
   C. Host a larger project planning meeting with all interested clubs (at least 20 students)
   D. Create campaigns materials in collaboration with clubs.
   E. Launch a school-wide vaping prevention campaign focused on awareness, empowerment, and support. The campaign may include materials such as a student created video, posters, quit kits, and social media posts.

6. **Contractor** will follow **Department** reporting and invoicing guidelines. All invoices are due by pay point deadlines below.

Deliverable Pay points:

1	Provide detailed project summary and plan, including evaluation metrics, for completing the proposed project. Host 4 planning meetings. Conduct outreach to 5 clubs to join the campaign. Host a larger project planning meeting with all interested clubs. Meet with Grant Manager monthly. Share campaign progress and materials.	Submit invoice and summary by December 15, 2024	$7,500
2	Create campaign materials in collaboration with clubs. Launch vaping prevention campaign. Meet with Grant Manager monthly. Complete required evaluation	Submit invoice and summary by June 30, 2025.	$7,500

	reporting template and Microsoft form. Attend June networking meeting. Share any relevant materials, photos, flyers, etc.		

Contractors *can invoice a minimum of 2 times to a maximum of 4 times.*

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ADDENDUM B: HEALTH DEPARTMENT REIMBURSEMENT

This Addendum applies to **Contract #2024-00000253** between the **Department** and the **Contractor**.

A. CONSIDERATIONS

1) **Contractor** shall provide to **Department** such financial, program, and other reports, and at those intervals and in such formats as are required by this **Contract**.

2) **Contractor** shall provide to **Department** any additional information, as it is pertinent under this **Contract**, within thirty (30) days of receiving a written request.

3) **Contractor's** failure to submit required reports in a timely manner, as set forth in this **Contract**, shall result in **Department** withholding payment of funds relative to the delinquent report(s).

4) **Department** shall make no payment in advance or in anticipation of services to be provided under this **Contract**.

5) The source of funding for this **Contract** is: Local & Private Grants
1156-72 41.99 5Puyallup Tribe-2022

B. MAXIMUM REIMBURSEMENT

During the **Contract** Term**, Department** agrees to reimburse **Contractor** for program services identified in Addendum A. Maximum consideration shall not exceed **$12,200.**

C. METHOD OF PAYMENT

Said monies to be reimbursed as follows:

1) **Contractor** shall submit invoices, specifying services rendered, for reimbursement to **Department,** at the address stated below, within **thirty (30) days** of the services rendered, EXCEPT for December services which will be due on January 15th of the following year. Each invoice shall include **Contractor's** name, address, telephone number, and the **Contract** number. The total invoice amount shall not exceed the total **Contract** amount.

Tacoma-Pierce County Health Department
Accounts Payable, MS 1004
3629 South D. Street
Tacoma, WA 98418-6813

Or email to APayable@tpchd.org

2) All work will be accomplished according to information as stated in Addendum A.

3) **Department** may withhold payment for any defective work or for any claim or lien filed against **Contractor** relating to performance under this **Contract**.

4) Reimbursement will be based upon invoices detailing the hours worked, expenses incurred, and the services performed.

5) **Department** will remit payment to the address stated below.

Bonney Lake High School
1202 Wood Avenue
Sumner, WA 98390

ADDENDUM C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made and entered into effective as of **October 1, 2024**, by and between the **Tacoma-Pierce County Health Department** ("**Department**" or "Covered Entity") and **Bonney Lake High School** ("**Contractor**" or "**Business Associate**").

WHEREAS, **Department** and **Contractor** have entered into a Contract for Services (the "**Contract**") of which this Agreement is an Addendum; and

WHEREAS, **Department** and **Contractor** have determined that **Contractor** will or may create or receive Protected Health Information ("**PHI**") from or on behalf of **Department**, which information is subject to protection under HIPAA, HITECH, and related regulations, as amended from time to time.

WHEREAS, in light of the foregoing and the requirements of HIPAA, HITECH, and related regulations and in consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in the HIPAA shall have the same meaning as set forth in HIPAA. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement.

(a) **"Business Associate"** means the above-stated "Business Associate." It shall also have the meaning given to such a term under the Privacy Rule and HITECH Act, including but not limited to 45 CFR §160.103.

(b) **"Covered Entity"** means the Tacoma-Pierce County Health Department. It shall also have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR § 160.103.

(c) **"Data Aggregation"** shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR §164.501.

(d) **"Designated Record Set"** shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR §164.501.

(e) **"Electronic Protected Health Information"** or **"EPHI"** shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, and is EPHI that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate.

(f) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 CFR Parts 160-164).

(g) **"HITECH"** means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(h) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(i) **"Privacy Rule"** means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(j) **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR §160.103, and is PHI that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate. All references to PHI shall also include EPHI, unless otherwise stated in this Agreement.

(k) **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

(l) **"Secretary"** means the Secretary of the Department of Health and Human Services or his designee.

(m) **"Security Incident"** shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(n) **"Security Rule"** means the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subparts A and C.

(o) **"Unsecured PHI"** shall have the same definition that the Secretary gives the term in guidance issued pursuant to §13402(h) of HITECH.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by this Agreement, or as required by law.

(b) Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. In particular, Business Associate agrees to comply with the Privacy Rule and the Security Rule with respect to all data considered PHI or EPHI

(c) Report to Covered Entity any use or disclosure of PHI or EPHI not permitted by this Agreement of which it knows or should reasonably have known, and any Security Incident of which it becomes aware. Business Associate will make the report to the Covered Entity's Privacy Official and Security Officer or to the Covered Entity's legal counsel as soon as reasonably practicable. This report will include at least the following information: (a) the nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI and EPHI used or disclosed, including but not limited to the identity of each individual whose PHI or EPHI has been or is reasonably believed to have been accessed, acquired, or disclosed during such breach or attempted breach.

(d) Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Agreement, and implement administrative, physical and technical safeguards as required by 45 CFR §§164.308, 164.310, 164.312, and 164.316 to protect the confidentiality, integrity and availability of the EPHI or PHI that Business Associate creates, receives, maintains or transmits, in the same manner that such sections apply to the Covered Entity. *See* HITECH §13401.

(e) Comply with additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities. *See* HITECH §13401(a).

(f) Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §13402(h)(2).

(g) Mitigate 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 and notify Covered Entity of any breach of Unsecured PHI, as required under HITECH §13402.

(h) In the case of breach of Unsecured PHI, following the discovery of a breach of such information, notify Covered Entity of such breach. The notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired or disclosed during the breach. *See* HITECH §13402(f).

(i) Enter into an agreement with each of its subcontractors, pursuant to 45 CFR §164.308(b)(1) and HITECH §13401, that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by Business Associate hereunder.

(j) Along with its agents or subcontractors, if any, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate agrees to comply with Secretary's guidance on what constitutes "minimum necessary". *See* HITECH §13405(b).

(k) Take reasonable steps to cure the breach or end the violation if Business Associate knows of a pattern of activity or practice by Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement. If such steps are unsuccessful within a period of 30 days, Business Associate will either 1) terminate the Agreement, if feasible; or 2) report a problem to the Secretary. *See* HITECH §13404(b).

(l) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in writing to the same restrictions and conditions that apply to Business Associate in this Agreement related to such information.

(m) Provide, at the request of Covered Entity, within 30 days of receipt of request, access to PHI in a Designated Record Set, to Covered Entity; or, in order to meet the requirements under 45 CFR §164.524 and as directed by Covered Entity, to an Individual if Business Associate maintains PHI in a Designated Record Set.

(n) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to at the request of an Individual, pursuant to 45 CFR §164.526, within 30 days of receipt of the direction or agreement from the Covered Entity, if Business Associate maintains PHI in a Designated Record Set.

(o) Make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, within 30 days of receipt of a request from the Covered Entity for such disclosure, or person designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

(p) Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(q) Provide to Covered Entity or an Individual, within 30 days of a request, an accounting of disclosures, information collected in accordance with subsection (2)(p) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Except in the case of a direct request from an

Individual for an accounting related to treatment, payment or operations disclosures through an electronic health record, if the request for an accounting is delivered directly to Business associate or its agents or subcontractors, if any, Business Associate shall within ten (10) business days of a request notify Covered Entity about any such request. Covered Entity shall either request that Business Associate provide such information directly to the Individual, or it shall request that the information be immediately forwarded to Covered Entity for compilation and distribution to such Individual. In the case of a direct request for an accounting from an Individual related to treatment, payment or operations disclosures through electronic health records, Business Associate shall provide such accounting to the Individual in accordance with HITECH §13405(c). Business associate shall not disclose any PHI unless such disclosure is Required by Law or is in accordance with this Agreement. Business Associate shall document such disclosures. Notwithstanding anything in the Agreement to the contrary, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2(q) for a period of six (6) years after termination of the Agreement.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform, functions, activities, or services for, or on behalf of, Covered Entity as long as such use or disclosure of PHI would not violate the Privacy or Security Rules if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are required by law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j).

(e) Business Associate may use and disclose a Limited Data Set that Business Associate creates for research, public health activity, or Health Care Operations to the extent such activities are related to covered functions. Business Associate may not make such use and disclosure of the Limited Data Set after any cancellation, termination, expiration, or other conclusion of this Agreement.

4. OBLIGATIONS OF COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the use of or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 CFR §164.522 and/or HITECH §13405(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

5. TERMS AND TERMINATION

(a) **Term.** The Term of this Agreement shall begin as of the date of the Contract start date and shall terminate upon the later of i) when the Contract term ends or ii) when all of the PHI and EPHI 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, it if is unfeasible to return or destroy PHI and EPHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within 30 days;

(2) Immediately terminate this Contract if Business associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) **Effect of termination.**

(1) Except as provided in paragraph (2) of this Section 5(c), upon termination of Contract, for any reason, Business Associate shall return or destroy all PHI and EPHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the determination by Business Associate that return or destruction of PHI or EPHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI or EPHI and limit further uses and disclosures of such PHI or EPHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, or its subcontractors or agents, maintains such PHI or EPHI.

(3) Termination of the Contract shall constitute termination of this Agreement.

6. MISCELLANEOUS

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Agreement.** The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for Covered Entity to comply with the requirements of the HIPAA Privacy Rule, Security Rule, and related provisions

(c) **Conflict.** This Agreement and the underlying Contract are the only agreements between the parties related to the subject matter in this Agreement. To the extent there is any inconsistency between the terms and conditions of this Agreement and the Contract, the terms and conditions of this Agreement shall govern.

(d) **Binding Effect.** This Agreement is binding upon the successors and assigns of the parties herein. This Agreement is intended to confer rights and responsibilities only on the Covered Entity and Business Associate, and Business Associate's subcontractors and agents, and does not create or vest rights or remedies in any other third party.

(e) **Enforceability.** If any provision hereof shall be declared to be invalid or unenforceable, such declaration or invalidity or unenforceability shall not affect any remaining provisions hereof whish shall be given effect.

(f) **Survival.** Business Associate's obligation to protect the confidentiality of the Protected Health Information, including the requirements in section 6(d) shall survive the termination of this Agreement and shall continue for as long as Business Associate maintains Protected Health Information.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, except to the extent Washington law has been pre-empted by HIPAA and HITECH and without give effect to the principles of conflicts of law.

(h) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the Privacy and Security Rules.

COVERED ENTITY
Tacoma-Pierce County Health Department

Name: Brian Moore

Title: Privacy Officer

Office Phone : (253) 649-1680

BUSINESS ASSOCIATE
Bonney Lake High School

By: Thu Ament (Dec 4, 2024 14:51 PST)

Printed Name: Thu Ament

Title: Deputy Superintendent

Bonney Lake High School 2024-00000253

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