



# Snohomish Health District

Health Information  
System Update  
03/29/2022  
RFP #2022-03

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Snohomish Health District  
3020 Rucker Avenue, Suite 306

Everett, WA 98201

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## 1. Introduction

The Snohomish Health District (The District) is soliciting proposals for an Electronic Health Record Solution to automate and support the functions of its medical staff and data acquisition.

The solution must deploy a comprehensive organizational data warehouse with web-based tools to automate the activities of staff collecting information and secure data transmission to associated entities.

The District prefers the solution to be hosted by the vendor and/or cloud-based Software as a Service (SaaS); however, The District will consider alternative solutions. The District prefers alternative solutions that have been proven in other, similar organizations.

The end solution must interface and/or integrate with other systems at The District and Snohomish County, as well as other future third party platforms.

The remainder of this Request for Proposals (RFP) details the target solution and the requested content of vendor responses. The District seeks detailed and comprehensive proposals from vendors, including all of the content, as requested in section 6, addressing the base platform, the design, development, customization, and configuration required; data conversion; robust solution testing; end user training/support, and the ongoing plan for system administration, maintenance, and support.

After evaluating all materials and considerations, The District intends to enter into contract negotiations with the highest ranking vendor.

## 2. Purpose

The Prevention Services (PS) division of the District currently uses an outdated product on a locally maintained server. While the software currently works, it is no longer supported by the vendor and does not have the technical support level with current staff.

The District would like a system with a high level of support, data security and reporting for medical data.

The District **envisions staff to collect data and report on:**

- a) Administrative and patient contact time
- b) Patient Demographics
- c) Progress Notes
- d) Vital Signs
- e) Medical Histories
- f) Diagnoses
- g) Medications
- h) Immunization Notes
- i) Allergies
- j) Radiology Images
- k) Lab and other test results
- l) Appointment Scheduling and Notification
- m) Billing tracking
- n) Account reporting
- o) Easy to use reporting and analysis tools

### 3. Background

PS has been working for several months in preparation for finding and adopting a new electronic health record system. A project team was selected based on those who would use the system within the Division. The project team documented needs that a new electronic health record system would need to provide to meet the needs of the program and the needs of the client. The culmination of all of this work and the discussions that resulted are represented by this RFP document and the attached Business Requirements Workbook.

The District is a municipal corporation established in 1959 under state law to deliver public health services to approximately 838,235 residents throughout Snohomish County, Washington. The District provides a wide range of programs and services that protect and promote the public health with particular focus on preventing injury and disease. The District is organized into two operational divisions - Prevention Services and Environmental Health, with the Administration Division providing executive leadership and support services.

### 4. Objectives

The project objective is to replace the current health information management systems with a userfriendly system that is accessible to the District staff. The chosen system must:

#### General

- a. Be an intuitive and easy to use appointment schedule module with emphasis on appointment length, time, and client information.
- b. Scheduling and messaging – automated appointment reminders and confirmations by staff. Automated paging to providers upon client check-in.
- c. Assignment of clients and tasks to staff easily with additional notifications (messaging)
- d. Associated documentation easy to collect and collate.

#### Charting

- a. Easy to use client issues collection in a single screen
- b. Red Stop/Reminders
- c. Demographic and vitals collection
- d. Create, edit, and sign assessment and care records (including labs).
- e. Auto-fill documents, smart phrase capable
- f. Associated documentation easy to collect and collate.
- g. Program specific charts allowing common Omaha pathways to be used with extranotes

#### Communications

- a. Automated billing independent of Financial Systems
- b. Able to easily generate and share summary health information.
- c. Easily created and assigned Computer referrals for internal and external resources.
- d. Diagnosis/problem/pathway and patient-specific education/resources information to provider (print education materials, referrals to external community partners)
- e. Easy to use client issues collection in a single screen
- f. Registries to enable program and population health evaluations
- g. Custom report generation

- h. Link family connections with clients
- i. Dashboard creation
  - a. Client list and metrics
  - b. Search via client and custom word

#### **Data Content**

- a. Client Demographic
- b. Billing/Financial
- c. Immunization
- d. Scanned in Records
- e. Clerk notes
- f. Family connections
- g. Medication tracking

#### **Health Information System**

The target solution will center on a comprehensive Health Information Management (HIS) platform, maintaining all data collected and required by the District. Users will access pertinent information in the HIS through role-based user accounts and/or system reporting. This access to the system data and functionality will be via the web in order to support the required remote and mobile access.

In addition to merging/replacing the currently disparate electronic health databases (across programs), the Health Information Management will need to integrate and/or interface with various other the District and external, third party systems/databases in particular EPIC, LabCorp and Quest systems.

The general functionality required by the HIS include the following:

- **Registration and Scheduling**
  - Registration data collection
  - Appointment scheduling
- **Clinical Overview**
  - Clinical record keeping
  - Care everywhere
  - Chart review
  - Visit documentation
  - Lab testing reporting
- **Refugee Workflow**
  - Refugee screening
- **TB workflow**
- **Maternal Child Health**
  - MCH data collection
- **Case management functionality**
- **Billing Overview and Reporting**

- Revenue cycle process
- Billing process
- Reporting process
- **Scanning and Indexing**
  - Document process
  - Management and ROI

## 5. Minimum Qualifications/Requirements

Each potential vendor must be able to provide a software solution which will meet the following minimum functional requirements, together with detailed specifications to be determined.

- The product must be able to exchange data with other SQL database programs, in particular Insight.
- The product must support the creation and use of electronic forms, made available to the respective users online, to display and capture data as well as manage corresponding workflows (e.g. Applications), tracking status accordingly.
- The product must be able to assign/schedule work activities.
- The product must be able to capture digital signatures.
- The product must support the creation and management of standard reports, as well as enable end users (non-technical) to generate custom reports of system data.
- The product must provide the suite of data management tools for authorized, internal users to search (keyword), query, view, sort, filter, and edit data in the data warehouse, tracking changes with date, time, and user stamps.
- The product must provide a suite of operations management tools for managers to view status of all assigned and unassigned work.
- The product vendor will have the capacity to store all current and future data required by operations.
- All system data will continue to be owned by the District and can be fully exported in a standard, usable format, including database schema and conversion scripts, as needed.
- The product/vendor must have and maintain a current standard backup plan, recovery plan, and business continuity plan. Such items will be Vendor hosted and supported.
- The product must have a portal for patients to access their medical records, make appointments and communicate with staff, etc.

### Timeline

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP issued	<b>03/29/2022</b>
Notice of Intent to Respond	<b>04/<del>1</del>2022</b>
Respondent's technical questions due via email	<b>04/<del>1</del>2022</b>
Addendum and Q&A, if required	<b>04/<del>1</del>2022</b>
Proposals due to the District	<b>04/2<del>1</del>2022</b>

- After evaluating and scoring proposals, the District intends to enter contract negotiations with the highest-ranking vendor.

## 6. Proposal Instructions

### ***Proposal Submittal Requirements and Procedures:***

Respondents shall submit the full proposal in electronic format via e-mail to [rfp@snohd.org](mailto:rfp@snohd.org) . Hardcopy proposals will not be accepted. RFP documents must include all information described under “Required Information” below.

The vendor proposal must be received no later than **2PM PDT (our clock) on April 26, 2022**. The District reserves the right to extend the proposal submittal date if needed

The vendor should provide a Notice of Intent to Respond by **April 15, 2022**. The intent to respond must be written and should be submitted through e-mail to [rfp@snohd.org](mailto:rfp@snohd.org) . Without this notice the vendor risks not receiving RFP notices or changes in the process prior to the submission deadline.

Prospective respondents must submit inquiries concerning this RFP to obtain clarification of requirements by e-mail no later than **April 21, 2022**. No inquiries will be accepted after the deadline. All clarifications to the RFP will be distributed in writing on WEBS, [www.snohd.org/bids](http://www.snohd.org/bids), and to those vendors that have submitted a Notice of Intent to Respond. Response to inquiries will be distributed by close of business on **April 22, 2022**.

All communications including submittals shall be directed to the Project Manager or RFP Coordinator identified below. Any oral communications will be considered unofficial and non-binding on the District.

**Procurement Contact:** The point of contact at the District for purposes of this RFP, prior to the award of any contract, is:

Purchasing Coordinator  
Snohomish Health District  
  
3020 Rucker Avenue, Suite 308  
Everett, Washington, 98201  
  
Telephone: (425) 339-5214 Email:  
[shdpurchasing@snohd.org](mailto:shdpurchasing@snohd.org)

**Contract Administrator:** The designated contract administrator will be: Jim Kamp,  
Business Management Analyst

Snohomish Health District  
3020 Rucker Ave., Ste. 308  
Everett, WA 98201  
  
Telephone: (425) 339-8689  
Email: [jkamp@snohd.org](mailto:jkamp@snohd.org)

Interviews of interested firms may be scheduled as needed to make the selection decision.

### ***Required Information:***

Respondents should prepare a proposal which addresses:

- their approach to the scope of work.
- a timeline for completion.
- deliverables that would be received by the District.
- a detailed budget of costs associated with each of the items in the scope of work.
- fully completed response to the detailed Business Requirements (attached).

Respondents must include the following information in their submittal. Additional, relevant back-up materials can be included with the proposal. The information received should be formatted to follow the outline below. The District will also be evaluating the submittal for responsiveness to the project overall, qualifications, similar experience, references, cost and ability to perform the work in a timely manner.

1. **Contact Information:** Include the name, address, phone number and fax number of the firm, and prime contact person on the cover page of the proposal.
2. **Company Profile:** Include the location of the main headquarters for the company, as well as any other local or regional offices. List the number of years the company has been doing business under the current name and UBI number. List the names of the software products the company currently offers. Include any corporate alliances and business partnerships and examples of contracts that were issued to other business.
3. **Personnel Resumes:** Include the names and qualifications of the individuals that will perform the work. Attached resumes are acceptable in addition to a summary in the written proposal. A description or organizational chart describing the roles of each employee must be included. The project manager primarily responsible for client engagement and project implementation must be noted. Any sub-contractor that may be utilized for other professional services must be included. This includes identifying any third party software products that will/may be used.
4. **Client References:** A list of all clients that have purchased the company's health information software products, and other comparable solutions, over the past 10 years, at minimum. For clients who have implemented their system within the last 5 years, please include the client's contact information including phone number. Also list the web address for those clients that have implemented an online permit application and fee paying for use by the public utilizing your product. Please identify those clients whose projects were similar in size regarding the client's satisfaction with software and service provided. Include 1-2 references for the proposed project manager and indicate where the proposed team members have been involved with clients outlined in this section.
5. **System Overview:** Provide an overview of the software product(s) you propose to utilize for this project. Include a description of key features and functionality and how your product meets the District's minimum functional requirements. Feel free to describe what aspects of your product set your company apart from your competition. Please provide samples of user interfaces, which can include screen shot samples with narrative descriptions. If you have a trial or sample version of the software on CD/DVD, please include make arrangements with the RFP coordinator to accept the materials.
6. **Security Overview:** Provide an overview of the proposed solution's security standards and features, ensuring data and transaction security and integrity.
7. **System Requirements:** List all recommended system requirements for end users and for the system (if not hosted). This includes server, database, workstations, and network requirements. Describe the technologies on which the program is based include programming languages and internet technologies.
8. **Quality Assurance Procedures:** Describe your company's proposed approach to ensure that data migrated over to the new system will be entered accurately and correctly.
9. **Problem Resolution:** Describe how your company resolves complaints that pertain to your product. Include two examples of complaints and how the company resolved the complaint.
10. **Insurance:** The District requires that the contractor furnish and maintain product, professional and general liability insurance, at the contractor's expense, with a minimum \$2,000,000 coverage for the duration of the contract. See Attachment C
11. **Support Services:** Describe the technical support services offered by your company. These services may include on-site support, telephone support, and training services. List the number

of professionals in your company dedicated to user support, including physical location and availability (e.g. 24/7). Also list any user groups that may exist.

12. **Version Control and Product Upgrades:** Describe the method of version control, the frequency of updates (excluding critical fixes), and the method of providing updates, upgrades, service packs, and hot fixes.
13. **Remote Support:** Please describe all methods your company uses to provide remote support to clients.
14. **Schedule:** The District wishes to initiate work on this project on **June 1, 2022**. Please provide a proposed project schedule which indicates the timing of key tasks that must be completed by your company, the District, and the project team.
15. **Warranties:** Please state and describe what warranties will apply to your products and services.
16. **Training Process:** Please describe what training will be provided and how it will be carried out. Please provide to the project manager 1-2 copies or examples of training materials or handbooks for use by clients. Electronic or hard copy will be accepted.
17. **Additional Question:** Within your proposal, please provide answers to the following question:  
  
*“Are there any major negative financial, disciplinary, or civil actions against your company?” (examples: facility closures, adverse actions taken by federal, state or local authorities or Medicare/Medicaid intermediaries, civil monetary fines, receiverships, bankruptcies, civil actions, etc.)*
18. **Attachments:** Signed Attachments A, B, and C.

Note: if there are exceptions taken to any of the terms, conditions or specifications of these proposal documents, they must be clearly stated on the cover sheet to your proposal.

### Business Requirements Workbook

Respondents must complete the Business Requirements Workbook to include with the proposal.

This Business Requirements Workbook has individual, detailed requirements across 6 separate tabs reflecting the following topics:

- Functionality
- System
- User Accounts
- Data
- Forms
- Reports

Each requirement is identified by importance:

- **Essential** – Systems that cannot support these requirements will not be considered
- **Critical** – Defining the core requirements of the System
- **Nice to Have** – Not critical, but value-added
- **Future** – Not required for initial implementation, but expected in the future

Respondents must indicate, for each individual requirement, whether the proposed solution will deliver on it, and how (select only one):

- **Supported, Out of the Box** – Inherent to the core functionality
- **Supported, with Configuration** – Inherent to core functionality, requires setup
- **Supported, with Customization** – Requires customization of core functionality
- **Supported, with 3<sup>rd</sup> Party Add-on** – Requires 3<sup>rd</sup> party software
- **Future Release** – Expected to be supported in future release
- **Not Supported**

Note: any requirements without response will assumed to be Not Supported.

In addition, a Notes column is included for further understanding of each response.

- Explain how system may do things differently, if a specific requirement is not supported.
- Explain how proposed solution's support for a specific requirement is unique, better, and differentiating.
- Explain what third party software is required for requirement and past integration experience with identified software (costs should be reflected in Cost Proposal.)
- Explain what must be customized (costs should be reflected in Cost Proposal.)
- For Future Release, identify expected release date and certainty.

### Cost Proposal

Whether as a separate section of the above proposal, or as a separate attachment, Respondents must provide a detailed breakdown of all costs associated with the proposal. The total project cost must be broken down by each deliverable item. The vendor should use their best judgment, based on all information contained in this RFP, to determine all core software, optional software and professional services which are needed to result in a highly successful project for the District.

Deliverable costs shall include, but need not be limited to the following:

- a) **Core Software Licenses** – The cost per user seat, number of concurrent users, or (preferably) by site. Specify flat and or annual costs?
- b) **Optional Software Modules** – The cost per user seat, number of concurrent users, or by site for optional, add-on modules of software. The vendor should make a recommendation regarding which optional software modules are appropriate based on the size, scope and objective of this project.
- c) **Software Maintenance Fees** – the cost of annual software maintenance fees. Please specify what these fees include. For example, do they include only software upgrades, software upgrades and help desk support, etc.
- d) **Implementation Services** – Cost for installing and configuring the system, performing any necessary customization, etc.
- e) **Data Migration/Conversion Services** – This cost can be given as a range. The District recognizes that the amount of work involved may need to be determined after the successful vendor has examined the existing data and coordinated with the District IT staff on the methodology for obtaining data to be converted. Please detail the methodology you will use to insure the accuracy of data conversion. Data to be converted is contained in Insight databases. Also include the procedure to be followed for the final conversion and implementation into full production mode.
- f) **Training** – Costs for on-site training, off-site training or internet facilitated training. Please

estimate the appropriate amount of training needed for the District staff, which overall consists of individuals with good computer skill level as well as more advanced training of IT/administrator level user.

- g) **User Support** – Describe types of user support available and associated fees, if not included in software maintenance.
- h) **Travel and Expenses** – An itemized list of cost for the following: travel costs training cost(hour or daily expense), any per-diem cost for meals, hotels/motels and mileage cost per mile and expenses for on-site implementation services
- i) **Other Cost** – List any miscellaneous costs that involve customization fees, new development fees, updating versions, or any other costs not already included elsewhere in the proposal.
- j) **Recommended purchases** – List any additional hardware/software that may be desirable or recommended that is not included as part of the proposal. IE: Crystal Reports, laptops, barcode readers, etc.

## 7. Evaluation and Selection Process

Proposals will be evaluated by a Selection Committee. The evaluation factors reflect a wide range of considerations, including System/Security, Functionality/Capability, Post-Implementation Maintenance & Support, Vendor Qualifications/Experience, and Costs. The objective is to choose the solution most capable of and effective in delivering on all of the District’s needs and vision. The Selection Committee will consider the completeness of a contractor’s proposal and how well the proposal meets the needs of the District. The District may request clarification or additional information from a specific Respondent in order to assist in the District’s evaluation of a proposal. In evaluating the proposals, the Committee will use the following criteria.

### Evaluation Criteria

Evaluation Criteria	Possible Points
<b>System/Security</b> – Proposed system design, infrastructure, security, and overall data and user management	100
<b>Functionality/Capabilities</b> – Ability to most effectively deliver on all functional requirements, with emphasis on customer experience	100
<b>Post-Implementation Maintenance &amp; Support</b> – Plan for maintaining and supporting application once delivered	90
<b>Vendor Qualifications/Experience</b> – Total vendor experience with underlying technologies, applications, and comparable organizations	80
<b>Costs</b> – Total costs factored in	75
<b>Total Points</b>	<b>445</b>

### Interviews/Demonstrations

As part of the evaluation process, the District will likely ask top candidates to demonstrate the proposed technology.

Interviews/demonstrations will be scored separately from the proposal but based on the same evaluation criteria.

### **Additional Information:**

- It is Snohomish Health District's intent to award the contract to one prime vendor who will serve as the sole point of contact. The prime vendor will be required to assume the responsibility for all services offered in the proposal whether or not directly performed by the prime vendor. The project team shall be approved by the District and must approve any changes to the project team. The services to be performed as a result of this solicitation are those of an independent contractor and not as an employee or agent of Snohomish Health District.
- Unless otherwise specified in writing in the proposal response, all pricing must be held firm for a minimum of ninety (90) calendar days after RFP Response Due date specified to provide sufficient time for evaluation and award.
- The District reserves the right to cancel or reissue the RFP or to revise the timeline at any time.
- All RFP changes prior to opening due date will be issued in a written Addenda to all firms on record as having received solicitation forms. It is the responsibility of the vendor to verify all Addenda are received prior to submittal.
- The District reserves the right to reject any or all responses to the RFP, to competitively negotiate with any responding or other party irrespective of the information provided in the RFP responses, to advertise for new RFP responses, to accept any RFP responses deemed to be in the best interests of the District, to waive any irregularities and technicalities, or to otherwise proceed in the best interest of the District in its sole discretion. The District has the right to follow up with any responding party to obtain additional information if deemed in the best interest of the District.
- Acceptance of any response to the RFP should not be construed as a contract nor shall it indicate any commitment on the part of the District for any future action.
- The RFP does not commit the District to pay for any cost incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a formal agreement.
- The District does not represent that any proposal will be implemented, or that any individual respondent will be the party contracted with. In the event the District selects a respondent's proposal, implementation of the proposal will be through separate written agreement. Proposals and all ideas contained therein shall not be deemed proprietary to the respondent and may be used by the District in any manner deemed in its best interest.
- Respondents must identify each portion of their proposals which they deem confidential.

Respondents must provide justification of what material, upon request, should not be disclosed by the District. Such justification must be based on the Washington State Public Records Act, Chapter 42.56 RCW. All submittals and accompanying documentation will become the property of the District, will not be returned and will become public documents subject to public disclosure with limited exceptions. The Washington State Public Disclosure Act (Chapter 42.56 RCW) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the act or is otherwise privileged. Proposals submitted under the RFP process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.



# ATTACHMENTS

**ATTACHMENT A: PROPOSAL ACKNOWLEDGMENT**

Business Firm's Typed Name: \_\_\_\_\_

UBI # \_\_\_\_\_

Name and Title of Person  
Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Corporate Attestation or SEAL *here*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Corporate officer other than above)

Name and Title of Person  
Attesting to Authorized Signature: \_\_\_\_\_

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the respondent must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The respondent’s signature must conform to the following:

- Where the respondent is a corporation, a person authorized to sign for and bind the corporation must sign.
- Where the respondent is a partnership, at least one general partner who has authority to sign must sign.
- Where the respondent is a sole proprietor, the owner of the company must sign.
- All respondents will be required to be licensed to conduct business in the State of Washington.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

**Please note, that it is the respondent’s responsibility to check the District’s website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.**

The respondent acknowledges receipt of the following amendment(s) to the solicitation:

**Amendment Number/Date:**

**Amendment Number/Date:**

**Amendment Number/Date:**

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

**ATTACHMENT B:  
NON-COLLUSION STATEMENT**

In order for your application to be considered, it is necessary to furnish the following information:

Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from being or performing work for any State, Local, or Federal Government?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm.

Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive bidding?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Is your firm under the protection of the bankruptcy court, has pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

[Type here]

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

A. Contractor shall obtain insurance of the types described below:

1. Automobile Liability Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
2. Commercial General Liability Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The District shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Technology Errors & Omissions (E&O)
4. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.
5. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
6. Professional Liability insurance appropriate to the Contractor's profession.

[Type here]

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Comprehensive General Liability. Insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.
5. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
6. Professional Liability/Contractor's Errors and Omissions Liability. \$1,000,000 per claimand \$1,000,000 as an annual aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except in accordance with RCW 48.18.290, or prior writtennotice by delivery or mail has been given to the District.

Name of Company: \_\_\_\_\_

Name of Insurance Agent: \_\_\_\_\_

Telephone, including Area Code \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

**ATTACHMENT D:**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**  
**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**SNOHOMISH HEALTH DISTRICT AND**  
\_\_\_\_\_ **FOR CONTRACTOR SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the Snohomish Health District, a Washington State municipal corporation organized under RCW 70.46, ("District") and \_\_\_\_\_, a Washington Corporation, ("Contractor").

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to \_\_\_\_\_, as more fully described in Article II. The general terms and conditions of the relationship between the District and the Contractor are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor's profession.

**ARTICLE III. OBLIGATIONS OF THE CONTRACTOR**

**III.1 MINOR CHANGES IN SCOPE.** The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the District when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The District may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the District. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Contractor to the District, and upon completion of the work shall become the property of the District, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the District.

In the event that the Contractor shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Contractor, along with a summary of work as of the date of default or termination, shall become the property of the District. Upon request, the Contractor shall tender the work product and summary to the District. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the District.

Contractor will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Contractor.

**III.3 TERM.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect until \_\_\_\_\_. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the District.

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Contractor.

b. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the District, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.

c. Contractor represents, unless otherwise indicated below, that all employees of Contractor that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise.

*(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Contractor indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the District is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Contractor hereby agrees to save, indemnify, defend and hold District harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Contractor affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Contractor, and such retirees shall provide District with all information required by District to report the employment with Contractor to the Department of Retirement Services of the State of Washington.

**III.6 INDEMNITY.**

a. **Indemnification / Hold Harmless.** Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the District provides the Contractor with notice of a public records request per Paragraph IV. 3 b, Contractor agrees to save, hold harmless, indemnify and defend the District its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the contractor's violation of the Public Records Act RCW 42.56, or contractor’s failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

**III.7 INSURANCE.**

a. **Insurance Term.** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor’s work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or inequity.

c. **Minimum Scope of Insurance - Contractor shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Technology Errors & Omissions (E&O)
- (4) Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore

data or systems.

- (5) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (6) Professional Liability insurance appropriate to the Contractor's profession.

d. **The minimum insurance limits shall be as follows:** Contractor shall maintain the following insurance limits:

(1) Comprehensive General Liability. insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

(4) Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 claim for regulatory action (fines and penalties), and \$100,000 per claim for event management activities.

(5) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(6) Professional Liability/Contractor's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the District.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. **Verification of Coverage.** In signing this agreement, the Contractor is acknowledging and representing that required insurance is active and current. Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Further, throughout the term of this Agreement, the Contractor shall provide the District with proof of insurance upon request by the District.

h. **Insurance shall be Primary - Other Insurance Provision.** The Contractor's insurance coverage shall be primary insurance as respect the District. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the District. Any Insurance, self-insurance, or self-insured pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

**j. Failure to Maintain Insurance Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Contractor from the District.**

**k. District Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Contractor.

**l. Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional

insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the District, and further that the Contractor will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any District project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which

they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Stanwood County Superior Court.

### III.11 **INDEPENDENT CONTRACTOR.**

a. The Contractor and the District understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of District employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the District is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

c. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

d. Prior to commencement of work, the Contractor shall obtain a business license from the District.

III.12 **CONFLICTS OF INTEREST.** The Contractor agrees to and shall notify the District of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the District prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the District determines in its sole discretion that a conflict is irreconcilable, the District reserves the right to terminate this Agreement.

III.13 **DISTRICT CONFIDENCES.** The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the District in each instance, the confidences of the District or any information regarding the District or services provided to the District.

### III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Contractor shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Contractor must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following Subcontractors/Subconsultants: NONE.

c. The Contractor may not substitute or add subcontractors/subconsultants without the written approval of the District.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE DISTRICT

### IV.1 PAYMENTS.

a. The Contractor shall be paid by the District for services rendered under this Agreement as described in the Scope of Services, under **Exhibit "B"** – Rate Schedule, and as provided in this section. In no event shall the compensation paid to Contractor under this Agreement exceed \_\_\_\_\_ without the written agreement of the Contractor and the District. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the District elects to expand the scope of services from that set forth in Exhibit A, the District shall pay Contractor a mutually agreed amount.

b. Upon completion of the appraisal and District's acceptance of the work, the Contractor shall submit an invoice to the District for services performed in a format acceptable to the District. The Contractor shall maintain time and expense records and provide them to the District upon request.

c. The District will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **DISTRICT APPROVAL.** Notwithstanding the Contractor's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the District, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and District requirements.

### IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the District and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the District and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the District with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the District, the District may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any District records in Contractor's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Contractor will provide the District with an estimate of reasonable time needed to fulfill the records request.

## ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the District shall be sent to the following address:

XXXX

Notices to the Contractor shall be sent to the following address:

XXXX

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the District to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Contractor.

If this Agreement is terminated in its entirety by the District for its convenience, the District shall pay the Contractor for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned

represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SNOHOMISH HEALTH DISTRICT

XXXXXX

By \_\_\_\_\_

By \_\_\_\_\_

Approved as to form:

Grant K. Weed, District Attorney

\_\_\_\_\_

## Attachment E

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between xxxxxxx (“Covered Entity”) and xxxxxxx (“Business Associate”) as of xxxxxx (“Effective Date”).

#### RECITALS

WHEREAS, the parties have entered into one or more agreements (the “Underlying Agreement”) whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information (“PHI”) in order to provide those services and such ‘underlying agreement(s)’ may incorporate by reference this Agreement;

WHEREAS, this PHI is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder, including the Standards for Privacy and Security of individually identifiable Health Information codified at 45 Code of Federal Regulations Parts 160, 162 and 164 (“Privacy and Security Regulations”):

WHEREAS, the Privacy Regulations require covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as it relates to this Agreement as follows:

#### I. DEFINITIONS

- 1.1 “Designated Record Set” shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered Entity to make decisions about individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes PHI and is maintained, collect, used, or disseminated by or for the Covered Entity.
- 1.2 “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 Business Associate’s internal operations or to other than its employees.
- 1.3 “Protected Health Information” or “PHI” means information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- 1.4 “Electronic Protected Health Information” or “EPHI” means the subset of PHI that is transmitted by electronic media or maintained in electronic media.
- 1.5 “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations of an information system.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Business Associate’s internal operations.

- 1.7 “HITECH Act” 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 111-005, and the regulations promulgated thereunder by the Secretary.
- 1.10 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in 45 CFR 160, 162, and 164.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes set forth in the Underlying Agreements, if such use or disclosure of PHI would not violate the Privacy and Security Regulations if done by the Covered Entity. Business Associate agrees not to use or further disclose PHI other than as permitted or required by the Underlying Agreements, this Agreement, or as required by law.
- 2.2 Adequate Safeguards for PHI. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement and Underlying Agreements.
- 2.3 Adequate Safeguards for EPHI. Business Associate warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate further warrants that it shall comply the HIPAA Security Regulations, where applicable, with respect to EPHI to prevent the use or disclosure of EPHI other than as provided for by this Agreement.
- 2.4 Knowledge of HIPAA Regulations. Business Associate agrees to review and understand the HIPAA Privacy and Security Regulations as they apply to Business Associate, and to comply with the applicable requirements of HIPAA.
- 2.5 Reporting Non-permitted Use or Disclosure. Business Associate shall immediately in writing notify Covered Entity of each Use or Disclosure of which it becomes aware that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not specifically permitted by this Agreement. In addition, Business Associate shall report to the Covered Entity any Security of which it becomes aware as follows: a) reports of successful unauthorized access shall be made immediately; and b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported.

Business Associate shall report to Covered Entity a Breach of Unsecured Protected Health Information without unreasonable delay, but not later than five (5) days, following Business Associate’s discovery of such Breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonable believed to have been breached and other information as requested by Covered Entity.

- 2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity’s compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.7 Access to and Amendment of PHI. Within ten (10) days of receiving a request from the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and

incorporating such amendments into the PHI. Business Associate shall provide such access and incorporate such amendments within the time and in the manner specified by Covered Entity.

- 2.8 Accounting of Disclosures. Within ten (10) days of receiving a request from the Covered Entity, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors. Business Associate shall provide to Covered Entity such information in Business Associate's possession and required for Covered Entity to make the accounting required by 45 CFR Section 164.528 and Section 13405© of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. §17932.

Any accounting provided by Business Associate under this Section 2.8 shall include:

(a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure.

For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the Disclosure date.

- 2.9 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that creates, receives, maintains or transmits PHI on behalf of Business Associate to execute a written agreement obligating the agent or subcontractor to comply with terms that are substantially similar to the terms of this Agreement and to agree to the restrictions and conditions substantially similar to those that apply to Business Associate with respect to the PHI.
- 2.10 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this paragraph.
- 2.11 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.
- 2.12 HITECH Compliance. Business Associate shall comply with the requirements of HITECH, codified at 42 U.S.C. § 17921-17954, which are applicable to business associates, and shall comply with all regulations issued by the Department of Health and Human Services to implement HITECH as of the date by which business associates are required to comply.

### III. TERM AND TERMINATION

- 3.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate when all of the PHI in the possession of Business Associate or its subcontractors or agents is returned, or, at the direction of Covered Entity, is destroyed in accordance with Section 3.2. This Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of the Agreement, as amended. Business Associate's obligations under Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 3.2 and 4.2 of this Agreement shall survive the termination or expiration of the Agreement.
- 3.2 Disposition of PHI upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate
- (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

**IV. GENERAL TERMS**

- 4.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
- 4.2 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Business Associate obligations under this Agreement. Covered Entity will indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Covered Entity under this Agreement; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Covered Entity’s obligations under this Agreement. It is recognized that the parties to this Agreement have ‘underlying agreement(s)’ which provide their own indemnification provisions for the sake of this ‘underlying agreement (s)’.
- 4.3 Insurance. Business Associate and Covered Entity shall obtain and maintain during the term of this Agreement Cyber liability insurance covering claims based on a violation of the Privacy and Security Regulations or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Section in an amount not less than \$2,000,000 per claim. Such insurance shall name Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity upon written request. It is recognized that the parties to this Agreement have ‘underlying agreement(s)’ which may establish their own obligations for insurance coverage to be met beyond this Agreement.
- 4.4 No Property Interest. Except as specifically provided in this Agreement, Business Associate agrees that it acquires no title or rights to the PHI including any de-identified information, as a result of providing services to Covered Entity. All rights, interest, and title in and to Covered Entity’s data, including all PHI, shall remain vested in Covered Entity at all times.
- 4.5 Independent Contractor. Business Associate and Covered Entity are independent contractors, and nothing in the Underlying Agreements or this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties. Neither party shall represent itself as the agent or legal representative of the other.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date stated above.

**BUSINESS ASSOCIATE:**

**COVERED ENTITY:**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_