

CONTRACT BETWEEN

Northwest Educational Service District 189
(Hereinafter referred to as NWESD)

1601 R Ave, Anacortes, WA 98221

(360) 299-4000

Contract Order No: SP-78916

NWESD Account Code: 7316

Concrete School District
Name (Hereinafter referred to as District)

45389 Airport Way #103

Address

Concrete WA 98237

City State Zip

Phone: 360-853-8141

In consideration of the promises and conditions contained herein, NWESD and the District do mutually agree as follows:

I. PURPOSE

The purpose of this Contract is for School Nurse Corps (SNC), through NWESD, to provide funding support for school Registered Nurse (RN) services to the District as specified herein. The NWESD SNC Administrator will provide supervision of SNC grant deliverables and program directives, consultation and ongoing professional development to the RN.

II. RESPONSIBILITIES OF DISTRICT

School Nurse Corps funding supports a “basic level of nursing service” for Class 2 school districts. For many Class 2 Districts, that equates to one day of RN services per week. Districts are encouraged to staff health services to the level determined by the DOH/OSPI Staff Model and to use new funding to supplement rather than supplant current nursing service. The following requirements apply:

1. Annual completion of OSPI’s District Assessment of Health Services.
2. Participation in SNC District Site Visit(s) to review health services processes and needs.
3. Release of the nurse up to one day per month for meetings or trainings.

The School Nurse Corps program funding must be used to provide the following critical services before assisting with other health services:

1. Provide a population health assessment.
2. Develop and implement individual health care plans and emergency care plans, with priority given to those students with life threatening conditions.
3. Train, delegate, and supervise staff in medication administration and the provision of medical treatments as allowed by law.
4. Provide nursing consultation regarding school health services.
5. Assist with the development and implementation of school health related policies and procedures.
6. Coordination of mandated health screenings.

Additionally, Districts are expected to fulfill the requirements as set forth in EXHIBIT “A”.

III. TERM OF THE CONTRACT

The start date of this Contract is September 1, 2024 and will end August 31, 2025, unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

IV. CONTRACT OBLIGATION

The NWESD shall pay an amount not to exceed \$31,000 (*thirty-one thousand dollars*) for the performance of work as set forth in “Responsibilities of District”.

V. PAYMENT PROVISIONS

All payments to the District shall be conditioned upon:

1. The NWESD or its designee determines that the services or goods provided by the District are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
2. The District timely submits to the NWESD Fiscal Department by sending quarterly invoices to: **accounts_payable@nwesd.org** detailing the services or goods rendered for requested payment. Each invoice shall also include a transaction recap for all District RN services, and should not include LPN, Nursing Assistant, or Health Room Assistant services.
3. Prior to any payments being issued by the NWESD, the District will submit the attached certified Attestation for Services form for each District RN. This is an annual form to be submitted once at the beginning of the school year.
4. Any date(s) specified herein for payment(s) to the District shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following delivery of satisfactory services or goods and receipt of the appropriate invoices, whichever occurs later.
5. The NWESD must meet certain legal and fiscal requirements and timely submit proper receipts and documentation in order to receive grant moneys earmarked for the goods or services provided under this Contract. At a minimum, the grant(s) relevant to this Contract require that the final invoice be submitted to NWESD no later than July 30, 2025 for work completed no later than June 30, 2025. If the NWESD is unable to receive grant moneys due to invoices that are incomplete or untimely submitted, then the NWESD shall be unable to pay the District for the goods or services covered by such invoices.
6. NWESD enters into this contract based on the assumption the SNC program will be funded by the State at the level approved by the legislature in the annual budget appropriation to allow services as indicated in Section IV of this contract. However, if the Governor indicates reduced State revenues require mid-year reductions to State programs, the SNC program may be impacted. Should such funding be reduced below the anticipated level, the District agrees NWESD is not liable for any costs incurred in excess of the reduced funding level. A written amendment shall be made to this contract to incorporate any change in funding.

VI. CONTRACT MANAGERS

NWESD Contract Manager	District Manager
Name: Lynnette Ondeck	Name: Lisa Fenley
Address: 1601 R Avenue Anacortes, WA 98221	Address: 45389 Airport Way #103 Concrete, WA 98237
Phone: 360-299-4013	Phone: 360-853-8141
Email Address: londeck@nwesd.org	Email Address: lfenley@concrete.k12.wa.us

VII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the District shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

VIII. GOVERNING LAW/VENUE

The terms of this Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Contract, the venue of such action or arbitration shall be in Skagit County, Washington.

IX. INDEMNIFICATION/HOLD HARMLESS

NWESD shall defend, indemnify, and hold harmless the District in full for any and all claims against the District or its employees, officials or contractors which arise from the acts or omissions of NWESD and its employees, officials

and contractors in the provision of services under this contract. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials or contractors which arise from the acts or omissions of the District and its employees, officials and contractors in the provision of services under this contract.

X. INSURANCE

During the term of the Contract, the District shall maintain in force at its own expense, the following insurance with an insurance company rated at least A-VIII or better in Best's Insurance Reports:

1. *Commercial General Liability* insurance written on an occurrence basis with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
2. *Automobile Liability* insurance with limits no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
3. *Professional Liability* insurance with limits no less than one million dollars (\$1,000,000) limit per occurrence.

The District shall ensure that the NWESD shall have no less than thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. Promptly upon request, the District shall provide the NWESD with a certified copy of all required insurance policies. In addition, promptly upon request, the District shall name the NWESD as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the District and upon such a request, receive a copy of the endorsement naming the NWESD as additional insured.

XI. DISPUTE RESOLUTION

If a dispute regarding this contract arises between the District and the NWESD, then the District will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decision(s) shall be final.

XII. TERMINATION

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the District. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the District as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein. In the event of termination by the NWESD, the District shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services that have been performed as of the date of termination, and to the reimbursement of expenses incurred as of the date of termination, but solely to the extent such expenses are reimbursable under this Contract.

XIII. OTHER ASSURANCES

In performing its obligations under this Contract, each party shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of the federal, state, county or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Contract (the "Laws"). This provision applies to Laws currently existing or applicable to a party's duties under this Contract during the term of this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any interest therein may be assigned by the District without first obtaining the written consent of the NWESD.

XV. DEFAULT

The District shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by the District was false or misleading when made or subsequently becomes so;

2. The District fails to perform any of its obligations under the Contract, and unless otherwise specifically stated elsewhere in this Contract, such failure continues for thirty (30) calendar days after the District receives a notice to cure from the NWESD or its designee;
3. The District files a petition in bankruptcy or other similar proceeding, makes any assignment for the benefit of creditors, or is the subject of an involuntary bankruptcy petition, receivership or other insolvency proceeding; or
4. After the termination of the Contract, the District continues to use any of the NWESD's intellectual property.

XVI. BREACH/DEFAULT WAIVER

No delay or failure on the part of the NWESD to exercise any rights under the Contract shall operate as a waiver of the NWESD's contractual rights. Also, the NWESD's waiver or acceptance of a partial, single or delayed performance of any term or condition of the Contract shall not operate as a continuing waiver or a waiver of any other breach of a Contract term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

XVII. REMEDIES FOR DEFAULT

If the District is in default of this Contract, the NWESD may pursue any or all of the following remedies, which may be cumulative:

1. Immediately terminate the Contract;
2. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
3. Liquidated damages to protect against the immeasurable damage to the NWESD's business and goodwill of \$50.00 for each day that the District improperly or without permission uses the NWESD's intellectual property;
4. Consequential and incidental damages to the NWESD from the District's default; and
5. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

XVIII. SEVERABILITY

If any provision of this Contract is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Contract shall remain enforceable.

XIX. HEADINGS

The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

XX. INTEGRATION/MODIFICATION

This Contract constitutes a fully integrated document containing the full, final and binding agreement of all parties' signatory and all persons claiming by or through a signator, and supersedes all other negotiations, offers or counteroffers relating to the subjects treated in this Contract. The Parties may amend this Contract only upon a writing bearing the actual signatures of the names of all the Parties or their respective, authorized representatives.

XXI. NOTICES

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Contract; or (iii) e-mail to the recipient's email address given in Contract Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

XXII. FORCE MAJEURE

A party to this Contract is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer systems to allow it to continue to perform its obligations under the Contract. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

XXIII. SUSPENSION AND DISBARMENT ASSURANCES

The District certifies, and the NWESD relies thereon in execution of this Contract, that neither it nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. Further, the District agrees to provide the NWESD immediate written notice if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. The District's certification via the execution of this Contract is a material representation of fact upon which the NWESD has relied in entering into this Contract. Should the District determine, at any time during this Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the NWESD may terminate this Contract in accordance with the terms and conditions therein.

XXIV. INDEPENDENT CAPACITY

The District and District's employees/agents shall provide the results required in this Contract as an Independent District. The District's employees/agents who are engaged in the performance of this Contract shall continue to be employees/agents of the District and shall not be considered for any purpose to be employees/agents of the NWESD. It is understood and agreed that the District must provide Industrial Insurance for him/herself/itself and his/her/its employees/agents and that the District and the District's employees/agents are not covered by Unemployment Insurance through the NWESD. The District agrees that the NWESD does not direct how the District carries out its obligations under the Contract.

XXV. DRUG FREE WORKPLACE

District and District's employees/agents shall perform all duties pursuant to the Contract in compliance with the intent of the NWESD Drug Free Workplace Policy. It shall be the District's responsibility to obtain the policy if not otherwise provided.

XXVI. BACKGROUND CHECKS

By executing this Contract with the NWESD, the District represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the applicant has had a record check within the previous two (2) years, District may waive the requirement. NWESD may request documentation of record checks at any time during the term of the Contract.

XXVII. CRIMES AGAINST CHILDREN

The District warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

XXVIII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

District agrees that it may create, have access to, or receive from or on behalf of the NWESD, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). District represents, warrants, and agrees that it will: (1) hold the FERPA

Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the NWESD in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the District protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

XXIX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The District will comply with Health Insurance Portability and Accountability Act and its implementing regulations (collectively, "HIPAA") specified in Addendum A (HIPAA Business Associate Agreement) and as amended from time to time.

XXX. PROOF OF PROFESSIONAL LICENSURE

Prior to providing service, the District will provide a copy of any professional license and/or certifications required to perform the services described in this Contract to the Superintendent. The District will also ensure that all licenses and certifications required to perform services under this Contract remain current and in good standing.

XXXI. COPYRIGHTS

The NWESD reserves all right, title and interest in and to the copyrights it owns, unless otherwise expressly granted to the District under the Contract. Nothing in the Contract shall be construed to convey any right, title or interest in or to the NWESD's copyrighted works to the District beyond the use expressly permitted by the Contract. The District shall have no claim, right, title or interest in or to the goodwill associated with the NWESD's copyrighted works, now or in the future. The District shall never contest any aspect of the NWESD's intellectual property rights in and to the NWESD's copyrighted works, the goodwill associated with those works or the validity of any license to use those works granted under this Contract. Further, the District shall reasonably assist the NWESD in protecting and maintaining copyrights owned by the NWESD, including without limitation furnishing samples, signing declarations or providing notice or testimony of infringement of which the District becomes aware. As to any copyrighted works that the District owns, the District represents and warrants that it exclusively owns its copyrighted works; there are no claims, judgments or settlements related to its copyrighted works; and its copyrighted works do not infringe any third-party's rights.

XXXII. OWNERSHIP OF WORK PRODUCTS

If the District develops any product or concept for the NWESD under this Contract, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof that are received or developed by the District or the District's employee(s) and agent(s) in the course of performing the District's contractual duties, or as incident thereto, shall, immediately upon receipt, preparation, or development, become the exclusive property of the NWESD in perpetuity of any and all purposes. All items described above shall be provided to and left with the NWESD.

XXXIV. SIGNATURES/APPROVALS

The undersigned represent and warrant that they are authorized to enter into this Contract on behalf of the parties.

Signed by: Ismael Vivanco 11/4/2024
Date
Dr. Ismael Vivanco, Superintendent
Northwest Educational Service District 189

DocuSigned by: Carrie Crickmore 11/4/2024
Date
Carrie Crickmore, Superintendent
Concrete School District

NWESD Internal Approvals:
Fiscal: IM
Program Manager: W

ADDENDUM A
BUSINESS ASSOCIATE AGREEMENT
CONTRACTOR AS “COVERED ENTITY”
NWESD AS “BUSINESS ASSOCIATE”

This Business Associate Agreement (the “Agreement”) is made effective September 1, 2024, by and between the Concrete School District hereinafter referred to as “Covered Entity,” and the Northwest Educational Service District (NWESD), hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

RECITALS:

- A. WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and
- B. WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and
- C. WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the “Agreements”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and
- D. WHEREAS, Business Associate may have access to Protected Health Information (hereinafter “PHI”) or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; and
- E. WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. The term “Breach” does not include: (1) any unintentional acquisition, access, or use of PHI by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further impermissibly acquired, accessed, used, or disclosed by any person; (2) any inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, where the information disclosed is not further impermissibly acquired, accessed, used, or disclosed by any person; or (3) an impermissible disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” or “PHI” means individually identifiable health information including,

without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that 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; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means PHI which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.
- B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
- C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:
 - 1. The disclosures are required by law; or
 - 2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.
- D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- B. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:
 - 1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and
 - 2. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including

any Security Incident, of which Business Associate becomes aware, regardless of whether the Security Incident rises to the level of a Breach. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI. The report shall be made as soon as practical, and in any event within ten (10) days of Business Associate's discovery of the Security Incident. A Security Incident shall be treated as discovered by Business Associate as of the first day on which such Security Incident is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

- D. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- E. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative. The restriction can only apply to disclosures beginning the next business day after the request for restriction is received.
- F. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains PHI electronically, it agrees to make such PHI available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.
- G. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.
- H. Business Associate agrees to document any disclosures of, and make PHI available, for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.
- I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.
- J. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.
- K. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any PHI of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:
 - 1. For public health activities as described in Section 164.512(b) of the HIPAA Privacy and Security Rules;
 - 2. For research as described in Sections 164.501 and 164.512(i) of the HIPAA Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
 - 3. For treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of PHI;
 - 4. For the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
 - 5. For an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
 - 6. To provide an individual with a copy of the individual's PHI pursuant to Section 164.524 of the HIPAA Privacy and Security Rules; or

7. Other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.K.
- L. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:
 1. Such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
 2. The communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.
- M. Business Associate agrees that if it uses or discloses patients' PHI for marketing purposes, it will obtain Covered Entity's written approval and such patients' authorization before making any such use or disclosure.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

- A. 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.
- B. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than ten (10) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.
- C. Notwithstanding the provisions of Section IV.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:
 1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
 2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time. Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.
- D. The Breach notification provided shall include, to the extent possible:
 1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
 2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;
 3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches and when such steps were taken; and
 6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- E. Business Associate shall provide the information specified in Section IV.D. above, to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.D., and shall provide such information to Covered Entity even if the information becomes available after the ten (10)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

- A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an

individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such PHI. Business Associate shall have a reasonable period of time to act on such notice.

VI. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Agreements.
- B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Agreements. Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Agreements affected by the breach. Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.
- C. Effect of Termination.
1. Except as provided in paragraph (2) of this subsection C., upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

- A. Indemnification. Each Party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by that Party or its subcontractors or agents.
- B. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- C. Survival. The obligations of Business Associate under Section VI.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Furthermore, the Parties' indemnification obligations pursuant to Section VII.A. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind the Parties, their agents, employees, contractors, successors, and assigns as set forth herein.
- D. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith

such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

- E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- F. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- G. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of Washington.
- H. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- I. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- J. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- K. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.
- L. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic PHI from or on behalf of Covered Entity.
- M. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

Business Associate (NWESD):

Signed by:

Ismael Vivanco

11/4/2024

Dr. Ismael Vivanco, Superintendent Date
Northwest Educational Service District 189

Covered Entity:

DocuSigned by:

Carrie Crickmore

11/4/2024

Carrie Crickmore, Superintendent Date
Concrete School District

EXHIBIT "A"

This exhibit is part of the contract between the Concrete School District (District) and the NWESD outlining the responsibilities of the District in the provision of registered nursing (RN) services during the 2024-2025 school year.

The District and the NWESD do mutually agree as follows:

1. In order to comply with funding requirements as outlined in the OSPI/AESD Partnership Agreement, SNC program districts are required to:
 - b) The District holds the primary responsibility for the provision of school RN services to students.
 - c) The District will provide in each school building necessary record forms, office space, and office equipment - for example, phone, computer, and e-mail access, filing cabinets for records and health information, and private space for assessments and confidential conversations - as reasonably required for the performance of any school health services. The schools will further provide secretarial, technical, and clerical assistance.
 - d) School staff shall be responsible for the care of students and treatment of illness and/or injury as established in health room procedures approved by the RN, unless the registered nurse is on the premises.
 - e) Emergency medical care for students while attending school or school-sponsored activities shall be the sole responsibility of the District unless the registered nurse is on the premises. Although the RN will assist in the emergency care plan development and in the training of unlicensed staff, it is the responsibility of the school to distribute and implement said plan.
 - f) The District shall provide the RN access to all student health records including individual student health histories for review.
 - g) The District shall take responsibility for monitoring student immunization compliance and all immunization data entry. The school shall use the school nurse for coordination and consulting services only.
 - h) The school shall inform the school nurse and the Public Health Department of all suspected cases of reportable communicable disease, public health emergencies, and/or breakdown in environmental sanitation occurring in the school district.
 - i) The District will verify that the registered nurse has an active, unexpired registered nurse license with the State of Washington.

- 2) Responsibilities of the District's Registered Nurse are as follows:

After first ensuring that the duties outlined in section II of contract are met, the district RN may be able to provide other health services such as:

 - a) Assist with immunization monitoring.
 - b) Provide student health instruction (e.g., Growth and Development and HIV/AIDS curriculums).
 - c) Provide routine health care to students.

2024-25 ATTESTATION FOR PAYMENT

I. PURPOSE

To reasonably assure allocations from the NWESD/SNC program the District will fulfill their duty to provide:

- 1. When feasible, a minimum of one day per week of RN service;
- 2. Maintain the level of Registered Nursing services from the 2023-24 school year, and to;
- 3. Supplement rather than supplant school district RN services.

As representative from the District, I attest to the following:

- 1. The District will submit to the NWESD Fiscal Department satisfactory invoices once every quarter detailing the services or goods rendered for requested payment. Each invoice shall also include a transaction recap for all District RN services, and should not include LPN, Nursing Assistant, or Health Room Assistant services. Yes No
- 2. The level of RN services provided in 2024-2025 will be equal to or greater than the services provided in the 2023-2024 school year. Yes No
- 3. Funds will be used to supplement Registered Nursing services. Yes No

If no, please explain why this was not possible:

II. SALARY AND BENEFITS

OSPI requires annual reporting of the amount of Registered Nursing hours provided by School Nurse Corps funds. Please provide the following information so we can calculate the number of Registered Nursing hours funded per week. (Please provide current data, we understand this might change.)

- 1. Nurse name: Rhiannin Burton
- 2. Number of contracted hours per week: 26.00
- 3. Number of weeks of school: 36.00
- 4. Hourly rate including benefits: 52.55

III. SIGNATURE

The undersigned represent and warrant they are authorized to attest to the information above on behalf of the District.

DocuSigned by:

 Carrie Crickmore, Superintendent
 Concrete School District

11/4/2024
 Date