KC-446-25

Kitsap UEI: LD6MNJ62JQD1 FAIN: N/A

CFDA: N/A

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (Contract) is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION (the SBHASO), through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and Mark Celletti dba Marcopolo.marketing, hereinafter "CONTRACTOR."

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on July 1, 2025, and terminate on June 30th, 2026. In no event will the Contract become effective unless and until is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor will confer with the SBHASO from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the SBHASO.

SECTION 3. CONTRACT REPRESENTATIVES

The SBHASO and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

SBHASO's Contract Representative

Jolene Kron, Executive Director Salish Behavioral Health Administrative Services Organization Kitsap County Department of Human Services 614 Division ST MS-23 Port Orchard, WA 98366

Contractor's Contract Representative

Mark Celletti Marcopolo marketing 39 McCormick Gardens Rd Seaside, OR 97138

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SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the SBHASO to the Contractor in no event will exceed \$20,000.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the SBHASO once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the SBHASO generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will only be paid for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within ten (10) days following notice from the SBHASO, the SBHASO may, in its sole discretion and upon written notice to the Contractor, withhold all monies due to the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

5.1 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the SBHASO and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

6.1 To the fullest extent permitted by law, Contractor shall protect, defend, indemnify and hold harmless the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, their officers, employees and agents from any and all third party costs, claims and resultant costs judgments and/or awards of damages) for bodily injury to person and

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damage to physical property to the extent resulting directly and proximately from the negligent acts of the Contractor, its officers, employees, an/or agent in performance of this Agreement.

6.2 The liability of the Contractor to the SBHASO for any reason and upon any cause of action related to the performance of the work under this agreement, whether in tort or in contract or otherwise, shall be limited to the amount paid by the SBHASO to Contractor pursuant to this agreement.

SECTION 7. INSURANCE

7.1 Commercial General Liability. The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

SECTION 8. TERMINATION

- 8.1 Either party may terminate the Contract in whole or in part whenever they determine, at their sole discretion, that such termination is in their best interests by providing the other party 10-days' written notice. In the event of termination, the SBHASO will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the SBHASO may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by SBHASO to the Contractor. No costs incurred after the effective date of the termination will be paid.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the SBHASO.

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9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the SBHASO. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any SBHO-ASO benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to SBHASO, Kitsap County, Jefferson County, and Clallam County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the SBHASO.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in the performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

Materials created by the Contractor and paid for by the SBHASO as part of this Agreement shall be owned by the SBHASO if it shall be "work made for hire" as defined by Title 1 U.S.C., Section 101. This material includes, but is not limited to: books, computer programs, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and/or training materials.

Material which the Contractor uses to perform this Agreement but is not created for or paid for by the SBHASO is owned by the Contractor and is not made "work for hire". However, the SBH-ASO shall have a perpetual license to use this material for the SBH-

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ASO's internal purposes at no charge to the SBHASO, provided such license shall be limited to the event which the Contract has a right to grant such a license.

Work Product produced under this Agreement is expressly not "work for hire" and shall be owned by the Contractor. However, the SBHASO shall have a perpetual license to use this material for the SBH-ASO's internal purposes.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the SBHASO, Kitsap County, Jefferson County, and Clallam County, its officers, officials, employees and agents from and against any claimed action, cause or demand brought against the SBHASO, where such action is based upon the claim that information supplied by the Contractor of subcontractor infringes on any patent or copyright. The Contractor will be notified promptly in writing by the SBHASO of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the SBHASO arising under or out of the Contract will be brought to the attention of the SBHASO at the earliest possible time so that the matter may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the SBHASO's contract representative or designee. All rulings, orders, instructions, and decisions of the SBHASO's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The use or disclosure by the Contractor of any confidential information concerning an applicant, participant, recipient or client obtained as a result of services, for any purpose other than delivery of services, execution and monitoring of this Agreement by the Contractor or by the SBHASO is prohibited except on written consent of the participant, recipient or client, his/her attorney, or if a minor, or incompetent responsible parent or guardian or as otherwise provided by law.

Contractor must comply with SBHASO Policies on Fraud, Waste and Abuse, and HIPAA, as posted on SBHASO website. www.kitsapgov.com/hs/pages/sbh-aso-policies-procedures.aspx

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

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16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver**. The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments**. The Contractor will pay all applicable federal, state, and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal**. The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the SBHASO's contract representative or designee.
- 17.4 **Legal Compliance**. The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The SBHASO may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least ten years after termination of the Contract.
- 17.6 **Successors and Assigns**. The SBHASO, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement**. The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract.

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Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.9 Notices. Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

- 17.10 Survival. Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous No Waiver), 17.5 (Miscellaneous Records Inspection and Retention) and Section 17.7 (Miscellaneous-Severability).
- 17.11 **Records Retention**. During the term of this Agreement and for ten (10) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the ten (10) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the ten (10) year period, whichever is later.
 - a. The Contractor shall maintain records sufficient to:
 - Document performance of all acts required by law, regulation or this Agreement.
 - 2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance.
 - 3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices.
- 17.12 Suspension, **Debarment, and Lobbying**. The Contractor shall certify, on a separate form Exhibit C, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form Exhibit D, will certify that it does not use Federal funds for lobby purposes. Both forms are attached to this contract.
- 17.13 Business Associates Agreement. Attached as Exhibit E

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Dated this 21 day October 2025.

Dated this 2/day october 2025.

CONTRACTOR

Mark Celletti dba Marcopolo Marketing

ADMINISTRATIVE SERVICES ORGANIZATION, by

KITSAR COUNTY BOARD OF

COMMISSIONERS, Its Administrative

Entity.

Doug Washburn, Director

Department of Human Services

This agreement is between Marcopolo.marketing and Kitsap County, as the Administrative Entity for the Salish Behavioral Health Administrative Services Organization (SBHASO).

Salish Behavioral Health Administrative Services Organization (SBHASO) is contracting Marcopolo.marketing to design and build the FYSPRT website at a one-time cost of \$2200 with advanced hosting and content updates for a period of 12 months at the rate of \$400 per month from July 1, 2025, to June 30, 2026. Services beyond the scope of "advanced hosting and content updates" will require first a consultation with the client and an itemized cost estimate will be provided by Marcopolo.marketing for approval prior to the work beginning.

- 1. Design and build the FYSPRT website for a one-time cost of \$2200
- 2. Basic support for approximately 3-6 monthly content updates or up to 4 hours' total work.
- 3. Website hosting and security maintenance.
- 4. Traffic statistic and form submission reports.
- 5. Medium user support
- 6. Secure HIPAA compliant form building.
- 7. Edit, revise, update or create new textual/minor graphical content.
- 8. Consultation, user training, troubleshooting and guidance on the use of the web site.
- 9. Onpage SEO such as Meta tags (title, description, keywords), alt tag, h1, h2, h3.
- 10. Regular monitoring and updating to ensure impeccable performance across all major browsers due to the fact that not all browsers render sites in the same way.
- 11. Protection against hackers from gaining access to your site. We can also protect your emails from spam attacks, which can be troublesome and frequent if not dealt with efficiently.
- 12. Regular and thorough backups of your site so that it may be fully restored in case of loss
- 13. Consultation and advice.
- 14. Monitoring website functionality to ensure that everything is working as it should and upgrade where necessary. Some plugins may become outdated and no longer work with the newest version of your website software. Plugins may need upgrading to accommodate the newer version or become obsolete with the improvements in the website software.

Hosting and content updates does NOT include:

- 1. Web site redesign, re-alignment or re-development equaling more than 70% change to web page, web site, web graphics on the website (i.e. 10 graphics on website, and you want 7 changed, there is a charge for anything above 6, meaning 70%)
- 2. CMS design or integration including but is not limited to blogs, shopping carts and web forums. These require a separate design agreement.
- 3. Additional HIPAA compliant forms or other work beyond the scope of the initial site build beyond the monthly total of 4 hours work.

Total Agreement:

Marcopolo.marketing shall design and build the Salish FYSPRT website at a one-time cost of \$2200. Hosting and content updates for a period of 12 months at the rate of \$400 per month from July 1st, 2025, to June 30, 2026, total of \$2400. Additional work as needed to be quoted by Marcopolo.marketing and approved in advance by Salish Behavioral Health Administrative Services Organization, Executive Director.

Budget Sui	mmary				
Contractor: Marco	polo Marketing				
Contract No:		KC-446-25			
Contract Period:		July 1, 2025 - June 30, 2026			
Expenditure	Fund Source	Previous	Changes this Contract	Current	
Period 1: 7/1/2025 - 6/30/2026					
Professional Services as defined in Exhibit A FYSPRT: Medium Support- Design, build, maintence, and basic hosting	GFS - FYSPRT	0.00	10,000.00	\$10,000.00	
Professional Services as defined in Exhibit A SYNC: Medium Support- Design, build, maintence, and basic hosting	GFS - SYNC		10,000.00	\$10,000.00	
Period 1: Budget Total		0.00	10,000.00	\$20,000.00	
Contract Total		0.00		\$20,000.00	

EXHIBIT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Primary Covered Transactions 45 CFR 76

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

Marcopolo Marketing

Marcopolo Marketing

Name:

OWNER

Title:

Date: 10/21/25

Exhibit D: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Organization: Marcopolo Marketing			
me Cross	10/242025		
Signature of Certifying Official	Date		

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is effective as of the 1st day of July 1, 2025, by and between SALISH BEHAVIORAL HEALTH-ADMINISTRATIVE SERVICES ORGANIZATION (SBHASO) and Mark Celletti (DBA: Marcopolo Marketing (Contractor) (individually, a "Party" and, collectively, the "Parties").

- A. The Parties wish to enter into this Agreement to comply with the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, "HIPAA").
- B. SBHASO is a behavioral health-administrative services organization, a Business Associate of certain upstream Covered Entities ("Upstream Covered Entities"), and a lawful holder of Part 2 Information, as defined below, as provided under the Confidentiality of Alcohol and Drug Abuse Patient Records regulations at 42 CFR Part 2 ("Part 2"). SBHASO also formerly was a Covered Entity and may continue to Use, Disclose, and maintain PHI from when it was a Covered Entity.
- C. The Parties have entered into one or more arrangements (collectively, the "Service Contract") under which Contractor will provide certain services to SBHASO that may involve Contractor creating, receiving, maintaining, or transmitting PHI, as defined below, and Contractor may be considered a Subcontractor Business Associate of SBHASO under HIPAA and a subcontractor of a lawful holder under Part 2.

NOW, THEREFORE, in consideration of the Parties' continuing obligations under the Service Contract, their compliance with HIPAA and Part 2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to this Agreement.

I. <u>DEFINITIONS</u>. Except as otherwise defined in this Agreement, capitalized terms in this Agreement shall have the definitions set forth in HIPAA. "<u>Individual</u>" shall have the same meaning as the term "Individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). "<u>Part 2 Information</u>" means alcohol abuse, drug abuse, or substance use disorder information covered by Part 2. "<u>PHI</u>" shall have the same meaning as the term "Protected Health Information" that is created, received, maintained, or transmitted by Contractor from or on behalf of SBHASO. PHI includes, without limitation, Electronic PHI, mental health information, sexually transmitted disease information, and Part 2 Information. "<u>PII</u>" means personally identifiable information as defined under Washington law.

II. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 2.1 <u>Performance of Service Contract</u>. Contractor may use and disclose PHI and PII to perform functions, activities, or services for, or on behalf of, SBHASO as specified in the Service Contract as long as the use or disclosure would not violate HIPAA, Part 2, and state and federal laws (collectively, "Law"), if done by Salish BH-ASO or an Upstream Covered Entity.
- 2.2 <u>Management; Administration; Legal Responsibilities</u>. Contractor may use PHI and PII for its proper management and administration and to fulfill its legal responsibilities, as long as the uses are permitted under Law for an Upstream Covered Entity, SBHASO, and Contractor.
- 2.3 <u>Required by Law.</u> Except as otherwise limited in this Agreement, Contractor may disclose PHI and PII as Required by Law. Contractor shall: (i) to the extent permitted by Law, immediately notify SBHASO prior to the disclosure; (ii) cooperate with SBHASO in making any disclosures Required by Law, including efforts to challenge or limit the disclosure; and (iii) provide a copy of all information disclosed relating to this Agreement or the Service Contract.

- 2.4 <u>De-Identified Information</u>. Contractor may not use or disclose PHI or PII to create de-identified information or Limited Data Sets or to otherwise anonymize or aggregate PHI or PII for its own use or disclosure, without prior, express, written approval from SBHASO.
- 2.5 <u>Minimum Necessary</u>. Contractor shall make all reasonable efforts to access, use, disclose, or request only the minimum necessary amount of PHI or PII to accomplish the intended, permitted purpose of the access, use, disclosure, or request. Contractor shall comply with SBHASO's policies and procedures concerning minimum necessary requirements. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Contractor to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- 3.1 <u>Compliance with this Agreement.</u> Notwithstanding anything to the contrary, Contractor agrees to not use or further disclose PHI or PII other than as permitted or required by this Agreement or as Required by Law.
- 3.2 <u>Safeguards</u>. Contractor agrees to: (i) use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement; (ii) implement the administrative, physical, and technical safeguards of the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI; (iii) comply with those requirements under the Security Rule that apply to Business Associates; and (iv) implement appropriate safeguards to protect Part 2 Information.

3.3 Notification.

- 3.3.1 Impermissible Use or Disclosure. Contractor shall report to SBHASO any use or disclosure of PHI or PII not permitted under this Agreement, regardless of whether the use or disclosure rises to the level of a Breach.
- 3.3.2 **Security Incident**. Contractor shall report to SBHASO any Security Incident of which Contractor becomes aware, regardless of whether the Security Incident rises to the level of a Breach. This Agreement constitutes notification of "unsuccessful" Security Incidents that do not present a risk to PHI or PII such as: (i) "pings" on an information system firewall; (ii) port scans; and (iii) attempts to log on to an information system or enter a database with an invalid password or user name.
- 3.3.3 **Breach Notification.** Contractor shall report any Breach of Unsecured PHI, as required by the Notification of a Breach of Unsecured Protected Health Information Standards (the "Breach Notification Rule").
- 3.3.4 **Part 2 Information.** Contractor shall report to SBHASO unauthorized uses, disclosures, or breaches of Part 2 Information.
- 3.3.5 **Reporting Requirements**. Contractor shall make the report as soon as practical and in any event within five (5) business days of Contractor's discovery of one of the events described in Sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4 (each, an "Event"). Contractor shall supplement the information provided in the report as it becomes available. An Event shall be treated as discovered by Contractor as of the first day on which the Event is known to Contractor or, through the exercise of reasonable diligence, would have been known to Contractor.
- 3.3.6 **Content of Notification**. Contractor shall provide: (i) information as required by the Breach Notification Rule and to fully inform SBHASO of each Event; and (ii) any additional

information requested by SBHASO. At a minimum, the report of an Event shall include, to the extent possible:

- (a) The identification of each Individual whose PHI or PII has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during or as a result of the Event;
- (b) A brief description of what happened, including the date of the Event and the date of discovery of the Event;
- (c) A description of the types of PHI or PII involved in the Event (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);
- (d) Any steps Individuals should take to protect themselves from potential harm resulting from the Event;
- (e) A brief description of what Contractor is doing to investigate the Event, to mitigate harm to Individuals, and to protect against any further Events; and
- (f) Contact procedures for SBHASO or 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.
- 3.4 <u>Subcontractors</u>. Contractor shall ensure any Subcontractor whom Contractor permits to create, receive, maintain, or transmit PHI or PII on behalf of Contractor or SBHASO, agrees in writing: (i) to the same restrictions and conditions that apply through this Agreement to Contractor; and (ii) to comply with the requirements of the Security Rule that apply to Business Associates. Contractor shall not permit a Subcontractor to create, receive, maintain, or transmit PHI or PII unless Contractor has performed adequate due diligence on the Subcontractor and found Subcontractor's safeguards appropriate.
- 3.5 <u>Restrictions</u>. Contractor agrees to comply with any requests for restrictions on certain uses and disclosures of PHI or PII of which SBHASO informs Contractor.
- 3.6 Access. At the request of SBHASO, within ten (10) business days, unless a shorter time period is requested, in the manner, form, and format requested by SBHASO, Contractor shall make available PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for access to PHI and PII in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and other Law. In the event an Individual requests from Contractor access to PHI or PII, Contractor, to the extent permitted by Law, shall forward the request to SBHASO within two (2) business days.
- 3.7 <u>Amendment</u>. At the request of SBHASO in a reasonable time and manner and in the form and format requested by SBHASO, Contractor shall make amendments to PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for an amendment by SBHASO in accordance with the Privacy Rule and other Law. In the event an Individual requests from Contractor any amendments, to the extent permitted by Law, Contractor shall forward the request to SBHASO within two (2) business days.
- 3.8 Accounting of Disclosures. Contractor shall document any disclosures that are required to be in an accounting of disclosures under the Privacy Rule and, upon request, shall provide information required to be included in an accounting of disclosures to SBHASO to permit SBHASO or an Upstream Covered Entity to comply with the Privacy Rule and other Law. In the event an Individual requests from Contractor, an accounting of disclosures, to the extent permitted by law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

3.9 <u>Disclosures to the Secretary</u>. Contractor agrees that it will make its internal practices, books, and records available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), for the purpose of determining an Upstream Covered Entity's, SBHASO's or Contractor's compliance with HIPAA, and to SBHASO for the purpose of determining Contractor's compliance with this Agreement, HIPAA, and other Law, in a time and manner designated by the Secretary or SBHASO. Contractor: (i) immediately shall notify Salish BH-ASO of any requests from the Secretary pertaining to an investigation of an Upstream Covered Entity's, SBHASO's, or Contractor's compliance with HIPAA; (ii) cooperate with Salish BH-ASO in responding to the Secretary's request; and (iii) provide to SBHASO a copy of all documents provided to the Secretary.

3.10 Part 2 Information.

- 3.10.1 Part 2 Obligations of Contractor. To the extent that, in performing services for or on behalf of SBHASO under the Service Contract, Contractor uses, discloses, maintains, or transmits Part 2 Information, Contractor acknowledges and agrees that it: (i) is fully bound by Part 2; (ii) with respect to Part 2 Information received by SBHASO pursuant to an authorization or consent, will limit its use and disclosure of Part 2 Information to Payment and Health Care Operations purposes; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information except as permitted by Part 2.
- 3.10.2 Notice. 42 CFR Part 2 prohibits unauthorized disclosure of these records.
- 3.10.3 **Redisclosure.** Contractor shall not redisclose Part 2 Information to a third party unless the third party is a contract agent of Contractor helping Contractor provide services under the Service Contract and only as long as the agent further discloses Part 2 Information only back to Contractor or SBHASO.
- 3.10.4 **Compliance**. Contractor acknowledges that any unauthorized disclosure of Part 2 Information may be a federal criminal offense.
- 3.11 Sexually Transmitted Disease Information Notice. With respect to sexually transmitted disease information: This information has been disclosed to you (Contractor) from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written authorization for the release of medical or other information is NOT sufficient for this purpose.
- 3.12 <u>Covered Entity Obligations</u>. To the extent that Contractor is to carry out one or more of Covered Entity obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of the obligations.
- 3.13 On-Site Services. Contractor agrees that, while present at any SBHASO facility and/or when accessing SBHASO's computer networks, it and all of its Workforce, agents, and Subcontractors at all times will comply with any network access and other security practices, policies, and procedures established by SBHASO including, without limitation, those established pursuant to HIPAA.
- 3.14 No Sale of PHI. Contractor agrees that it will not directly or indirectly receive remuneration in exchange for any PHI or PII without: (a) the written authorization of each applicable Individual, except when expressly permitted by the Privacy Rule; and (b) the advance written permissions of SBHASO.

- 3.15 No Impermissible Marketing or Fundraising Communication. Contractor agrees that it will not engage in Marketing or fundraising communications that would not be permitted by SBHASO or an Upstream Covered Entity under HIPAA.
- 3.16 <u>Mitigation</u>. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or PII by Contractor in breach of this Agreement, failure to comply with applicable Law, and any Event, as defined in Section 3.3.
- 3.17 <u>Compliance with Applicable Law.</u> Contractor shall comply with applicable Law. Contractor shall not act or fail to act in a manner that causes SBHASO to not be in compliance with applicable Law.
- IV. <u>OBLIGATIONS OF SBHASO</u>. SBHASO shall not request Contractor to act in a manner that is not permissible under HIPAA.

V. TERM AND TERMINATION.

- 5.1 <u>Term.</u> The term of this Agreement shall be effective as of the Effective Date and shall terminate upon the expiration or termination of the Service Contract.
- 5.2 <u>Termination</u>. Upon SBHASO's knowledge of a material breach by Contractor of its obligations under this Agreement, SBHASO may notify Contractor, and Contractor shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. Notwithstanding anything to the contrary in the Service Contract, if Contractor fails to cure the breach or end the violation within the designated time period, then SBHASO immediately may terminate the Service Contract upon notice.

5.3 Effect of Termination.

- 5.3.1 Return or Destruction. Except as provided in 5.3.2, upon termination of this Agreement, Contractor, within ten (10) days, shall return or destroy all PHI and PII. Any destruction shall be in a manner consistent with HIPAA and related guidance. This provision also shall apply to PHI and PII that is in the possession of agents or Subcontractors of Contractor. Neither Contractor nor its agents or Subcontractors shall retain copies of the PHI. Upon request, Contractor shall provide a certificate of appropriate destruction of the PHI and PII.
- 5.3.2 Continued Protections. In the event that Contractor determines that returning or destroying the PHI and PII is infeasible, Contractor shall provide within ten (10) days to SBHASO notification of the conditions that make return or destruction infeasible of PHI and PII. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible and to the extent Contractor retains knowledge of the PHI and PII, Contractor shall extend the protections of this Agreement to the PHI and PII and limit further uses and disclosures of the PHI and PII to those purposes that make the return or destruction infeasible, for as long as Contractor maintains, or retains knowledge of, the PHI or PII.

VI. MISCELLANEOUS.

6.1 Indemnification Obligation. Notwithstanding anything to the contrary in the Service Contract, Contractor will indemnify, defend at SBHASO's request, and hold harmless SBHASO, its Workforce, County Authorities Executive Committee, Advisory Board, partners, agents, and Subcontractors (collectively "SBHASO Indemnified Parties") from and against any and all claims, actions, investigations, proceedings, losses, liability, damages, costs, and expenses (including attorneys' fees, costs of defense, and costs of investigation, mitigation, remediation, and notification) incurred or suffered by an SBHASO Indemnified Party (collectively, "Damages") that

- arise out of, result from, allege, or relate to any of the following: (i) Contractor's breach of this Agreement, including any breach of any representation or warranty; (ii) any Event reported by Contractor under this Agreement; (iii) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (iv) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.
- 6.2 <u>Coverage of Costs.</u> In addition, and without limitation of Supplier's obligations under Section 6.1, Supplier will pay the reasonable costs incurred by SBHASO and any affected Upstream Covered Entities in connection with the following items with respect to any Event: (a) any investigation to determine the cause of an Event, including forensic consultations; (b) legal advice regarding an Event; (c) provision of notification of an Event to affected Individuals, applicable government, relevant industry self-regulatory agencies, and the media; (d) provision of credit monitoring and/or identity theft services to affected Individuals; (e) operation of a call center to respond to questions from Individuals; and (f) other reasonable mitigation efforts as deemed necessary or appropriate by SBHASO and any affected Upstream Covered Entity.
- 6.3 Process for Indemnification. SBHASO will notify Contractor of any Damages for which it seeks indemnification. Upon a SBHASO request for defense, Contractor will use counsel reasonably satisfactory to the SBHASO Indemnified Parties to defend each claim related to the Damages and will keep the SBHASO Indemnified Parties informed of the status of the defense of each of the Damages. SBHASO will give Contractor reasonable assistance, at Contractor's expense, as Contractor may reasonably request. SBHASO will provide Contractor the opportunity to assume sole control over defense and settlement, as long as Contractor will not consent to the entry of any judgment or enter into any settlement without the SBHASO Indemnified Parties' prior written consent, which will not be unreasonably withheld. Any SBHASO Indemnified Party may participate in the defense at its own expense. Contractor's duty to defend is independent of its duty to indemnify, to mitigate, or to cover costs.
- 6.4 **Not Limited by Insurance Coverage.** Contractor's indemnification, mitigation, coverage of costs, and defense obligations will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Contractor.
- 6.5 No Limitations on Liability. Notwithstanding any other provision of this Agreement or the Service Contract, in no event will any exclusions, disclaimers, waivers, or limitations of any nature whatsoever apply to any damages, liability, rights, or remedies arising from or in connection with: (i) Contractor's indemnification and defense obligations under this Agreement; (ii) Contractor's breach of this Agreement, including any breach of any representation or warranty; (iii) any Event reported by Contractor; (iv) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (v) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.
- 6.6 <u>Ownership of Information</u>. The Parties agree that Contractor shall not have an ownership interest in PHI or PII or any derivations of the PHI or PII.
- 6.7 <u>Insurance</u>. Contractor shall maintain appropriate and adequate insurance coverage, including cyber insurance, to cover Contractor's obligations pursuant to this Agreement. Contractor's cyber insurance shall be no less than one million dollars (\$1,000,000) per occurrence. Upon request, Contractor shall provide evidence of insurance coverage.
- 6.8 <u>Equitable and Injunctive Relief</u>. The Parties acknowledge that the use or disclosure of PHI or PII in a manner inconsistent with this Agreement may cause SBHASO and its Upstream Covered

Entities irreparable damage and that SBHASO and its Upstream Covered Entities shall have the right to equitable and injunctive relief, without having to post bond, to prevent the unauthorized use or disclosure of PHI or PII and to damages as are occasioned by an Event in addition to other remedies available at law or in equity. SBHASO's and Upstream Covered Entities' remedies under this Agreement and the Service Contract shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

- 6.9 Third Party Beneficiaries. Notwithstanding anything to the contrary in the Service Contract or this Agreement, Individuals who are the subject of PHI shall be third party beneficiaries to this Agreement. Subject to the foregoing, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.10 Interpretation. This Agreement shall be interpreted in a manner consistent with the Parties' intent to comply with HIPAA, Part 2, and other Law. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, Part 2, and other Law. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. In the event of any inconsistency between this Agreement and the Service Contract or any other agreement between the Parties, the terms of this Agreement shall control. Nothing in this Agreement shall be construed as a waiver of any legal privilege or protection, including for trade secrets or confidential commercial information.
- 6.11 <u>Survival</u>. The obligations of Contractor under Sections 3.2, 3.3, 3.6, 3.8, 3.10, 3.11, 3.14, 3.16, 5.3, 6.1, 6.2, 6.3, 6.4, 6.6, 6.8, and 6.9 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Contract, and/or the business relationship of the Parties, and shall continue to bind Contractor, its Workforce, agents, employees, subcontractors, successors, and assigns as set forth in this Agreement.
- 6.12 <u>Amendment</u>. 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 HIPAA and Part 2.
- 6.13 <u>Assignment</u>. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.14 <u>Independent Contractor</u>. 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. No agency relationship is deemed created by this Agreement.
- 6.15 <u>Governing Law</u>. To the extent this Agreement is not governed exclusively by HIPAA, Part 2, or other Law, it will be governed by and construed in accordance with the laws of the State of Washington.
- 6.16 <u>No Waiver</u>. No change, waiver, or discharge of any liability or obligation under this Agreement 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.
- 6.17 <u>Severability</u>. 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.

- 6.18 <u>Notice</u>. Any notification required in this Agreement shall be made in writing to the representative of the Party who signed this Agreement or the person currently serving in that representative's position with the other Party.
- 6.19 <u>Entire Agreement</u>. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, oral or written.



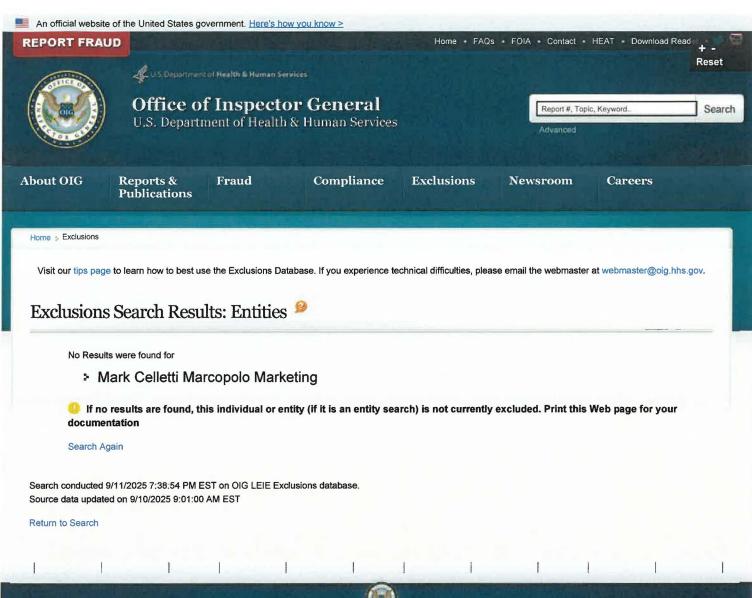
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	5 Concourse Parkway				E-MAIL ADDRE	ss. conta	ct@hiscox.co			
	Suite 2150 Atlanta GA, 30328				1		SURER(S) AFFOR	DING COVERAGE		NAIC#
					INSURER A: Hiscox Insurance Company Inc					10200
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Mark Celletti						INSURER C:				
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About Us About the Inspector General Organization Chan Careers	All Reports & Publications Archives	Report Fraud Medical ID Theft/Fraud Information Medicaid Fraud Control Units - MFCUs Enforcement Actions State False Claims Act Reviews Most-Wanted Fugitives	Accountable Care Organizations Advisory Opinions Compliance Guidance Corporate Integrity Agreements Open Letters Physician Education Provider Compliance Training RAT-STATS Safe Harbor Regulations Self-Disclosure Information Special Fraud Alerts, Bulletins, and Other Guidance	Accountability Objectives Audit Activities Investigative Activities Evaluation Activities Whistieblower Protection Related Links	Online Searchable Database LEIE Downloadable Databases Quick Tips Exclusions Authorities Monthly Supplement Archive Applying for Reinstatement Contact the Exclusions Program Frequently Asked Questions Special Advisory Bulletin	What's New News Releases Testimony & Speeches Video