

CONTRACT AMENDMENT F

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, 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 Olympic Personal Growth Center, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-059-21 shall be amended as follows:

1. **Budget** is increased by \$88,990 from \$166,023.86 to \$255,014.
2. **Contract end date** is extended to December 1, 2025, for new contract term of January 1, 2021 – December 31, 2025.
3. **Attachment A:** General Terms Amended as detailed below:
 - a. Updates to Section 1 Definitions as attached hereto and incorporated herein.
 - b. Amendment to Section 2 General Terms as attached hereto and incorporated herein.
 - c. Amendments to Section 4, Service Area and Individual Eligibility as attached hereto and incorporated herein.
 - d. Amendments to Section 7, Quality Assessment and Performance Improvement as attached hereto and incorporated herein.
 - e. Amendments to Section 9, Subcontracts as attached hereto and incorporated herein.
 - f. Amendments to Section 12, Utilization Management as attached hereto and incorporated herein.
 - g. Amendments to Section 13, Program Integrity as attached hereto and incorporated herein.
 - h. Amendments to Section 15, Care Management and Coordination as attached hereto and incorporated herein.

- i. Amendments to Section 17, Scope of Services-Crisis System as attached hereto and incorporated herein.
- j. Amendments to Section 21, Jail Transition Services as attached hereto and incorporated herein.
- k. Amendments to Section 28, Recovery Navigator Program as attached hereto and incorporated herein.
- l. Amendments to Section 30, Youth Behavioral Health Navigator Program as attached hereto and incorporated herein.

4. **Attachment B:** Special Terms Are amended as detailed below:

- a. Adjustment to numbering due to addition of sections noted.
- b. Addition of new Section 2, Materials and Information Requirements as attached hereto and incorporated herein.
- c. Amendment to Section 4, Program Integrity as attached hereto and incorporated herein.
- d. Addition of Section 11, Business Continuity and Disaster Recovery as attached hereto and incorporated herein.
- e. Addition of Section 14, Payment and Sanctions as attached hereto and incorporated herein.
- f. Amendment of Section 15, Audit Requirements as attached hereto and incorporated herein.
- g. Amendment of Section 18, Data Reporting Requirements as attached hereto and incorporated herein.
- h. Amendment of Section 19, Billing Procedures as attached hereto and incorporated herein.

5. **Attachment C: Budget** is deleted entirely and replaced as attached.

6. **Attachment E:** Data Security and Confidentiality Agreement is deleted and replaced as attached.

7. **Attachment C: Budget** is deleted entirely and replaced as attached.

8. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Administrative Services Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

9. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective January 1, 2025.

Dated this 24 day of March, 2025.

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Christine Rolfes
CHRISTINE ROLFES, Chair

Oran Root
ORAN ROOT, Commissioner

NOT PRESENT

KATHERINE T. WALTERS,
Commissioner

DATE March 24, 2025

ATTEST

Dana Daniels
Dana Daniels, Clerk of the Board

**CONTRACTOR:
Olympic Personal Growth Center**

Kristina Bullington

Name: Kristina Bullington
Title: Administrator

I attest that I have the authority to sign
this contract on behalf of Olympic
Personal Growth Center.

3/6/25
DATE



Attachment A

GENERAL AGREEMENT

SECTION 1. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

1.1 Authority

- 1.1.1 Contractor possesses legal authority to apply for the funds covered under this contract.
- 1.1.2 No subcontract shall terminate the Contractor's legal responsibility to SBHASO for any work performed under this Contract nor for oversight of any functions or responsibilities it delegates to any Subcontractor.

1.2 Assignment/ Subcontract

- 1.2.1 Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHASO.
- 1.2.2 Contractor shall obtain written approval for assignment from the Contract Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
 - 1.2.2.1 In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
 - 1.2.2.1.1 Compliance with applicable terms and conditions of this contract;
 - 1.2.2.1.2 Compliance with all applicable law; and
 - 1.2.2.1.3 Provision of insurance coverage for its activities

1.3 Limitations on Payments

- 1.3.1 Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 1.3.2 Contractor shall pay no more than reasonable market value for equipment and/or supplies.

- 1.3.3 Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

1.4 Compliance with Laws

- 1.4.1 Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all regulations interpreting or enforcing such act. The Contractor shall make reasonable accommodation for Individuals with disabilities, in accord with the ADA, for all Contracted Services and shall assure physical and communication barriers shall not inhibit individuals with disabilities from obtaining Contracted Services.
- 1.4.2. Contractor shall comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable state or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations. Applicable laws and regulations include, but are not limited to:
- 1.4.2.1 Title XIX and Title XXI of the Social Security Act.
 - 1.4.2.2 Title VI of the Civil Rights Act of 1964.
 - 1.4.2.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.
 - 1.4.2.4 The Age Discrimination Act of 1975.
 - 1.4.2.5 The Rehabilitation Act of 1973.
 - 1.4.2.6 The Budget Deficit Reduction Act of 2005.
 - 1.4.2.7 The Washington Medicaid False Claims Act and the Federal False Claims Act (FCA).
 - 1.4.2.8 The Health Insurance Portability and Accountability Act (HIPPA).
 - 1.4.2.9 The American Recovery and Investment Act (ARRA).
 - 1.4.2.10 The Patient Protection and Affordable Care Act (PPACA or ACA).
 - 1.4.2.11 The Health Care and Education Reconciliation Act.
 - 1.4.2.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.
 - 1.4.2.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.
 - 1.4.2.14 42 C.F.R. Subchapter A, Part 2- Confidentiality of Alcohol and Drug Abuse Patient Records.
 - 1.4.2.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.
 - 1.4.2.16 45 C.F.R. Part 96 Block Grants.
 - 1.4.2.17 45 C.F.R § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.

- 1.4.2.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.
- 1.4.2.19 Chapter 71.05 RCW Mental Illness.
- 1.4.2.20 Chapter 71.24 RCW Community Mental Health Services Act.
- 1.4.2.21 Chapter 71.34 RCW Mental Health Services for Minors.
- 1.4.2.22 Chapter 246-341 WAC.
- 1.4.2.23 Chapter 43.20A RCW Department of Social and Health Services.
- 1.4.2.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.
- 1.4.2.25 All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:
 - 1.4.2.25.1 All applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act (33 U.S.C. § 1368), Section 306 of the Clean Air Act (42 U.S.C. § 7606, Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.
 - 1.4.2.25.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.
 - 1.4.2.25.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - 1.4.2.25.4 Those specified in Title 18 RCW for professional licensing.
- 1.4.2.26 Industrial Insurance – Title 51 RCW
- 1.4.2.27 Reporting of abuse as required by RCW 26.44.030.
- 1.4.2.28 Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.
- 1.4.2.29 Equal Employment Opportunity (EEO) Provisions
- 1.4.2.30 Copeland Anti-Kickback Act.
- 1.4.2.31 Davis-Bacon Act.
- 1.4.2.32 Byrd Anti-Lobbying Amendment.
- 1.4.2.33 All federal and state nondiscrimination laws and Regulations.
- 1.4.2.34 Any other requirements associated with the receipt of federal funds.

1.4.2.35 Any services provided to an individual enrolled in Medicaid are subject to applicable Medicaid rules.

1.4.3 Contractor shall comply with SBHASO policies, procedures, and practices.

1.4.4 Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

1.4.5 Contractor shall follow definitions outlined in WAC 182-500-0070 as applicable to terms within this Contract including but not limited to:

1.4.5.1 Medically Necessary means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering or pain, result in an illness or infirmity, threaten to cause, or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the Individual requesting the service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

1.5 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend 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, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim,

suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

1.6 Insurance

1.6.1 For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHASO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to
Program Lead, Salish Behavioral Health Administrative Services
Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.

1.6.2 The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.

1.6.3 Coverage shall include the following terms and conditions:

1.6.3.1 The policy shall be endorsed and certificate shall reflect that the SBHASO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.

1.6.3.2 The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.

- 1.6.3.3 The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHASO shall be excess and not contributory insurance to that provided by the Contractor.
 - 1.6.3.4 If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.
 - 1.6.3.5 SBHASO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHASO; and SBHASO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.
- 1.6.4 The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.
- 1.6.4.1 Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
 - 1.6.4.2 If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.
- 1.6.5 Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 1.6.6 The Contractor shall have insurance coverage and limits as follows:
- 1.6.6.1 Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

COVERAGE

LIMITS OF LIABILITY

Comprehensive General Liability Insurance

- | | |
|---|-----------------------------|
| a. Bodily Injury Liability | \$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |
| OR | |
| c. Combined Bodily Injury/Property Damage Liability | \$2,000,000 aggregate |

Comprehensive Automobile Liability Insurance

- | | |
|--------------------------------------|--|
| a. Bodily Injury Liability | \$1,000,000 each person
\$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |
| OR | |
| c. Combined Single Limit Coverage of | \$2,000,000 |

1.6.6.2 Professional Liability Insurance with limits of not less than:

Professional Liability Insurance \$1,000,000 each occurrence

1.7 Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

1.8 Documentation

1.8.1 Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHASO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

1.8.2 The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHASO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of

equipment purchased with funds under this contract so designated for purchase shall rest in the SBHASO and such equipment shall be so identified.

- 1.8.3 The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
- 1.8.4 The SBHASO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHASO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHASO agents or employees, inspection of all records or other materials which the SBHASO deems pertinent to this contract and its performance, except those deemed confidential by law.
- 1.8.5 All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHASO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHASO. Such material will be delivered to the SBHASO upon request.

SECTION 2. RELATIONSHIP OF THE PARTIES

- 2.1 The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHASO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHASO provides for SBHASO employees. It is understood that the SBHASO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.
- 2.2 In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHASO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHASO and shall be subject to SBHASO's general right of inspection and supervision to secure the satisfactory completion

thereof.

- 2.3 In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION 3. MODIFICATION

- 3.1 No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION 4. TERMINATION

4.1 Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

4.2 Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

4.3 Funding

The SBHASO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION 5. LEGAL REMEDIES

- 5.1 Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION 6. VENUE AND CHOICE OF LAW

- 6.1 Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION 7. WAIVER

- 7.1 No official, officer, employee, or agent of SBHASO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHASO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHASO to thereafter enforce each and every provision.

SECTION 8. NOTICES

- 8.1 All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Kristina Bullington, Administrator
Olympic Personal Growth Center
P.O. Box 3175

Jolene Kron, Executive Director
Kitsap County Human Services
614 Division St., MS-23

SECTION 9. PAYMENTS

- 9.1 All payments to be made by Kitsap County, on behalf of the SBHASO, under this agreement shall be made to: Olympic Personal Growth Center, City of Sequim, County of Clallam, State of Washington.
- 9.2 This contract shall not exceed the amount set forth in the contract compensation/rate sheet, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHASO's disallowed cost resolution process.

SECTION 10. DURATION

- 10.1 The Contractor is authorized to commence January 1, 2025 providing services pursuant to this contract. This agreement shall terminate on December 31, 2025, unless terminated sooner as provided herein.

SECTION 11. WHOLE AGREEMENT

- 11.1 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION 12. SEVERABILITY

- 12.1 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

SECTION 13. ATTACHMENTS

- 13.1 The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions
Attachment B – Statement of Work

Attachment C – Budget/Rate Sheet
Attachment D – Business Associate Agreement
Attachment E – Data Security and Confidentiality
Attachment F – Certification Regarding Lobbying
Attachment G – Debarment Certification

- 13.2 The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

ATTACHMENT B: SPECIAL TERMS AND CONDITIONS

PROGRAM REQUIREMENTS

1. General

- 1.1 Contractor shall adhere to established SBHASO protocols for determining eligibility for services consistent with this contract.
- 1.2 Contractor shall participate in training when requested by SBHASO on behalf of the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.
- 1.3 Contractor shall not differentiate or discriminate in providing services to clients because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services, or any other basis prohibited by law. Contractor shall render services to clients in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.
- 1.4 Contract shall provide Individuals with access to translated information and interpreter services as described in the Materials and Information Section of this Contract.
- 1.5 Contractor agrees to comply with the appointment wait time standards of this Contract. SBHASO shall monitor for timely access and require corrective action if Contractor fails to comply with appointment wait time standards.
- 1.6 Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(C)(iv).
 - 1.6.1 Contractor shall report new commitment data within twenty-four (24) hours.

2. Materials and Information Requirements

2.1 Media Materials and Publications

- 2.1.1 Media materials and publications developed with state funds shall be submitted to the SBHASO for written approval prior to publication. HCA must be cited as the funding source in news releases, publications, and advertising messages

created with or about HCA funding. The funding source shall be cited as: The Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.

2.1.2 Materials described in subsection 2.1.1 but not paid for by funds provided under this Contract must be submitted to SBHASO for prior approval.

2.1.3 The Contractor is encouraged to submit the following items to SBHASO for approval:

2.1.3.1 News coverage resulting from interviews with reporters including online news coverage;

2.1.3.2 Pre-scheduled posts on electronic / social media sites;

2.1.3.3 When a statewide media message developed by HCA is localized; and

2.1.3.4 When SAMHSA-sponsored media campaign are localized

2.2 Information Requirements for Individuals

2.2.1 Upon an Individual's request, the Contractor shall provide all relevant licensure, certification and accreditation status and information.

2.3 Equal Access for Individuals with Communication Barriers

2.3.1 The Contractor shall assure equal access for all Individuals when oral or written language creates a barrier to such access.

2.3.1.1 Oral information

2.3.1.1.1 Contractor shall assure interpreter services are provided free of charge for Individuals with a preferred language other than English. This includes the provision of interpreters for Individuals who are Deaf, DeafBlind, or Hard of Hearing. This includes oral interpretation Sign Language (SL), and the use of Auxiliary Aids and Services as defined in the Contract (42 C.F.R §438.10(d)(4)). Interpreter services shall

be provided for all interactions between such Individuals and the Contractor including, but not limited to:

2.3.1.1.1.1 Customer Service

2.3.1.1.1.2 All appointments for any covered service; and

2.3.1.1.1.3 All steps necessary to file Grievances and Appeals.

2.3.1.2 Written information

2.3.1.2.1 Contractor shall provide all generally available and Individual specific written materials in a language and format which may be understood by each Individual in each of the prevalent languages that are spoken by 5 percent or more of the population.

2.3.1.2.1 For individuals whose preferred language has not been translated as required in this Section, the Contractor may meet the requirement of this Section by doing any one of the following:

2.3.1.2.1.1 Translating the material into the Individual's preferred reading language;

2.3.1.2.1.2 Providing the material in an audio format in the Individual's preferred language;

2.3.1.2.1.3 Having an interpreter read the material to the Individual in the Individual's preferred language;

2.3.1.2.1.4 Providing the material in another alternative medium or format acceptable to the Individual. The Contractor shall document the Individual's acceptance of

the material in an alternative medium or format; or

2.3.1.2.1.5 Providing the material in English, if the Contractor documents the Individual's preference for receiving material in English.

2.3.1.2.1.6 Providing the material in English, if the Contractor documents the Individual's preference for receiving material in English.

2.3.1.3 The Contractor shall ensure that all written information provided to Individuals is accurate, is not misleading, is comprehensible to its intended audience, is designed to provide the greatest degree of understanding, is written at the sixth grade reading level, and fulfills other requirements of the Contract as may applicable to the materials.

2.3.1.4 HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials does not allow for a sixth grade reading level or the Individual's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.

2.3.1.5 Educational materials about topics or other information used by the Contractor for health promotion efforts must be submitted to HCA, but do not require HCA approval as long as they do not specifically mention the Contracted Services.

3. Quality Improvement

3.1 Contractors receiving GFS or FBG funds shall cooperate with SBHASO or HCA-sponsored Quality Improvement (QI) activities.

3.2 Contractor shall adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.

3.4 Contractor shall implement a Grievance process that complies with WAC 182-538C-110.

- 3.5 Contractor shall make information available to Individuals regarding their right to a Grievance or Appeal in the case of:
 - 3.5.1 Denial or termination of service related to medical necessity determinations
 - 3.5.2 Failure to act upon a request for services with reasonable promptness.
 - 3.5.3 Termination of this Contract shall not be grounds for an appeal, Administrative Hearing, or a Grievance for the Individual if similar services are immediately available in the service area.
- 3.6 Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives)
- 3.7 Contractor shall use the Integrated Co-Occurring Disorder Screen Tool (GAIN-SS found at <https://www.hca.wa.govbillers-providers-partners/behavioral-health-recovery/gain-ss>). Contractor shall provide training for staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement. This process is subject to Corrective Action if not implemented and maintained throughout the period of contract performance.
- 3.8 Contractor shall report Critical Incidents involving individuals receiving SBHASO funded services in accordance with SBHASO Critical Incident Reporting Policy and Procedure.

4. Program Integrity

- 4.1 Contractor shall have and comply with policies and procedures that guide its officers, employees and agents to comply with Program Integrity requirements.
- 4.2 Contractor shall investigate and disclose to HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
- 4.3 Contractor shall have a Fraud, Waste and Abuse program which includes:
 - 4.3.1 A process to inform officers, employees, agents and subcontractors about the False Claims Act.

- 4.3.2 Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.
 - 4.3.3 Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.
 - 4.3.4 The designation of a compliance officer and compliance committee that is accountable to senior management.
 - 4.3.5 Training for all affected parties.
 - 4.3.6 Effective lines of communication between the compliance officer and the Contractor's staff.
 - 4.3.7 Enforcement of standards through well-publicized disciplinary policies.
 - 4.3.8 Provision for internal monitoring and auditing.
 - 4.3.9 Provision for prompt response to detected violations, and for development of corrective action initiatives.
 - 4.3.10 Provision of detailed information to employees regarding Fraud and abuse policies and procedures and the False Claims Act and the Washington false claims statutes, chapter 74.66 RCW, and RCW 74.09.210.
- 4.4 Contractor shall subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor has or may have against any entity or individual that directly or indirectly receives funds under this Contract.
- 4.4.1 For the purpose of this section, "subrogation" means the right of any state of Washington government entity or local law enforcement to stand in the place of a Contractor or Individual in the collection against a third party.
- 4.5 Contractor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with

the requirements in Chapter 43.43 RCW and Chapter 246-341 WAC.

4.6 Contractor shall participate in the SBHASO Credentialing and Recredentialing process as indicated by SBHASO Policies and Procedures.

4.6.1 Contractor credentialing files are confidential and are scanned into a secure imaging system. This document retrieval system is protected by user ID and password to prevent unauthorized access. These files are protected from discovery and may not be reproduced or distributed, except for confidential peer review and credentialing purposes consistent with state laws.

4.6.2 When the SBHASO has reached a credentialing decision, the Contractor will be notified in writing, within 60 calendar days of the decision date. The credentialing determination notification will specify the range of actions that may be taken by the Contractor, including the appeal process.

4.6.3 The Contractor has the right to:

4.6.3.1 Review information submitted to support their credentialing application.

4.6.3.1 Correct erroneous information.

4.6.3.2 Receive the status of their credentialing or recredentialing application, upon request.

4.6.3.3 Appeal the credentialing decision to the Credentialing Committee in writing within 60 days from the date the decision is communicated. Any appeals will be reviewed by the Credentialing Committee; a determination will be made within 30 calendar days of receipt and written notice will be sent. There will be no subsequent appeal to this final decision.

4.6.4 If Contractor loses their accreditation, licenses, or any other essential credentialing requirements (e.g. Liability Insurance) prior to the re-credentialing period, they must notify the SBHASO in writing within 15 calendar days.

4.6.5 Re-Credentialing: Contractor re-credentialing is performed at minimum every 36 months or as indicated by SBHASO.

4.7 Contractor shall complete monthly Exclusion Checks for all employees, volunteers, and all individuals identified on the Disclosure of Ownership Form to include:

4.7.1 Office of Inspector General
<https://exclusions.oig.hhs.gov/>

4.7.2 System for Award Management –
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

4.7.3 Washington State – <https://www.hca.wa.gov/billers-providers-partners/apple-health-medicaid-providers/provider-termination-and-exclusion-list>
• HCA Medicaid and DSHS social services list.

4.8 Contractor shall submit an attestation of completion of all Exclusion checks to SBHASO by the last business day of the month.

4.9 Information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

4.10 SBHASO may pursue contract termination as outlined in General Terms and Conditions, Failure to Perform, if Contractor becomes excluded from participation in the Medicaid program.

5. Care Coordination and Priority Populations

5.1 Contractor shall provide discharge planning services which shall, at a minimum,

5.1.1 Coordinate a community-based discharge plan for each Individual served under this Contract, beginning at intake. Discharge planning shall apply to all Individuals regardless of length of stay or whether they complete treatment.

- 5.1.2 Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring entity. Contact with the referral agency shall be made within the first week of residential treatment.
- 5.1.3 Establish referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities.
- 5.1.4 Coordinate, as needed, with DBHR prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the DCYF, and the DSHS Economic Services Administration including Community Service Offices (CSOs), Tribal governments and non-Tribal Indian Healthcare Providers.
- 5.2 Contractor shall develop and implement processes to enable information and data sharing to support Care Coordination, consistent with this Contract.
- 5.3 Priority admission to residential treatment must be given to the priority populations identified in this contract.
- 5.4 Contractor shall coordinate services to financially eligible individuals who are in need of medical services.

6. Health Information Systems

Contractor shall establish and maintain a health information system that complies with the requirements of OCIO Security Standard 141.10, and the Data, Security and Confidentiality Exhibit, and provides the information necessary to meet Contractor's obligations under this Contract. OCIO Security Standards are available at: <https://ocio.wa.gov>.

7. Records Retention

Records retention during the term of this Contract is for ten (10) years following termination or expiration of this Contract, 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 arise there from or until the end of the ten (10) year period, whichever is later.

10. Public Records

All records required to be maintained by this Contract or by state law, except medical, treatment and personnel records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Health Care Authority, or designee; and Contract Administrator for the purpose of program review, monitoring and comparative cost studies.

11. Business Continuity and Disaster Recovery

11.1 Contractor shall have a primary and back-up solution for the electronic submission of the data requested by SBHASO. The solution shall utilize the Washington Technology Services – MFT portal. In the event this method of transmission is unavailable and immediate data transmission is necessary, an alternate method of encrypted submission will be considered based on SBHASO approval.

11.2 The Contractor shall create and maintain a business continuity and disaster recovery plan that ensures timely reinstitution of the Individual information system following total loss of the primary system or a substantial loss of functionality. The plan shall include the following:

11.2.1 A mission or scope statement.

11.2.2 Information services disaster recovery person(s).

11.2.3 Provisions for back up of key personnel, emergency procedures, and emergency telephone numbers.

11.2.4 Procedures for effective communication, applications inventory and business recovery priorities, and hardware and software vendor lists.

11.2.5 Documentation of updated system and operations and a process for frequent back up of systems and data.

11.2.6 Off-site storage of system and data backups and the ability to recover data and systems from back-up files.

11.2.7 Designated recovery options.

11.2.8 Evidence that disaster recovery tests or drills have been performed.

- 11.3 Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place. The certification must indicate the plan is up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor plans are available for SBHASO and HCA to review and audit.

13. FISCAL REQUIREMENTS AND MONITORING

13.1 Withhold of Payment

- 13.1.1 Failure of the Contractor to comply with the terms of this Contract shall give the SBHASO the right to withhold payment of any further funds under this Contract

13.2 Reimbursement

- 13.2.1 In the event that it is determined that any funds were distributed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the SBHASO upon written demand. Neither payment of any funds under color of this contract, nor any action of the SBHASO or its officials, officers, agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

13.3 Right to Hearing

- 13.3.1 All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment or such other actions contemplated in this Contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the SBHASO Executive Board for determination of the action and prior to commencement of any civil litigation, by the Contractor.

13.4 Monitoring

- 13.4.1 SBHASO conducts on-going monitoring of Contractor's performance under this Contract. If deficiencies are identified in Contractor's performance, SBHASO will follow the Corrective Action process defined in Section G. In addition to on-going monitoring:

- 13.4.1.1 SBHASO shall conduct Contractor review which shall include at least one (1) onsite visit every three (3) years to each contractor site providing state funded or FBG funded treatment services during the period of

performance of this contract in order to monitor and document compliance with requirements.

- 13.4.1.2 SBHASO shall ensure that Contractor has complied with data submission requirements established by HCA for all services funded under the Contract.
- 13.4.1.3 SBHASO shall ensure that Contractor updates patient funding information when the funding source changes.
- 13.4.1.4 SBHASO requires Contractor to identify funding sources consistent with the Payments and Sanctions Section of this Contract, FBG reporting requirements, and the rules for payer responsibility found in the table, "How do providers identify the correct payer" within the Apple Health Mental Health Services Billing Guide" which is available on the Health Care Authority's website (<https://www.hca.wa.gov>)
- 13.4.1.5 SBHASO shall maintain written or electronic records of all Contractor monitoring activities and make them available to HCA upon request.

14. Payment and Sanctions

- 14.1 The funds under this contract are dependent upon SBHASO's receipt of continued state and federal funding. If SBHASO does not receive continued state and federal funding, SBHASO may terminate this Contract in accordance with this Contract's General Terms and Conditions.
- 14.2 SBHASO will not reimburse the Contractor for any amount that exceeds the budget.
- 14.3 For all services, the Contractor must determine whether the Individual receiving services is eligible for Medicaid or has other insurance coverage.
 - 14.3.1 For Individuals eligible for Medicaid or other insurance, the Contractor must submit the claim for services to the appropriate party within twelve months from the calendar month in which the services were provided to the eligible individual.
 - 14.3.2 If the claim was incorrectly billed Contractor has an additional year to correct the claim WAC 182-502-0150.

14.3.3 For those Individuals who are not eligible for Medicaid coverage, or are unable to pay co-pays or deductibles, the Contractor may offer a sliding fee schedule in accordance with this Contract.

14.3.4 Both GFS and FBG funds may be used to spenddown qualifying medical expenses incurred such as but not limited to, voluntary and involuntary inpatient, crisis stabilization and crisis residential stays. Qualified expenses paid by SBHASO shall be used to reduce an Individual's spenddown liability.

14.2 For FBG services, the Contractor shall comply with the utilization funding agreement within the State's most recent FBG plan. The Contractor agrees to comply with Title V, Section 1911-1935 and 1941-1957 of the Public Health Services Act (42 U.S.C. §§300x-1 – 300x-9; 300x-21 – 300x-35; 300x-51 – 300x-67, as amended). The Contractor shall not use FBG funds for the following:

14.2.1 Construction and/or renovation.

14.2.2 Capital assets or the accumulation of operating reserve accounts.

14.2.3 Equipment costs over \$5,000.

14.2.4 Cash payments to Individuals.

14.3 Non-Compliance

14.3.1 Failure to Maintain Reporting Requirements – In the event the Contractor fails to maintain its reporting obligations under this Contract, SBHASO reserves the right to withhold reimbursements to the Contractor until the obligations are met.

14.3.2 Recovery of Costs Claimed in Error – If SBHASO reimburses the Contractor for expenditures under this Contract which SBHASO later finds were claimed in error or were not allowable costs under the terms of this Contract, SBHASO shall recover those costs and the Contractor shall fully cooperate with the recovery.

14.3.3 Additional Renumeration Prohibited

14.3.3.1 The Contractor shall not charge or accept

additional fees from any Individual, relative, or any other person, for FBG services provided under this Contract other than those specifically authorized by SBHASO and HCA. In the event the Contractor charges or accepts prohibited fees, SBHASO shall have the right to assert a claim against the Contractor on behalf of the Individual, per chapter 74.09 RCW. Any violation of this provision shall be deemed a material breach of this Contract.

- 14.3.3.2 The Contractor must reduce the amount invoiced to SBHASO by any sliding fee schedule amounts collected from Individuals in accordance with this contract

14.4 Sanctions

- 14.4.1 If the Contractor fails to meet one or more of its obligations under the terms of this Contract or other applicable law, HCA may:

- 14.4.1.1 Immediate remedial action if it is determined that any of the following situations exist:

- 14.4.1.1.1 The Contractor has failed to perform any of the Contracted Services.
 - 14.4.1.1.2 The Contractor has failed to develop, produce, and/or deliver to SBHASO any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described in this Contract.
 - 14.4.1.1.3 The Contractor has failed to perform any Administrative Function required under this Contract.
 - 14.4.1.1.4 The Contractor has failed to implement corrective action required by SBHASO and within SBHASO prescribed timeframes.

15. Audit Requirements

- 15.1 Contractor shall comply with all applicable required audits including authority to conduct a facility inspection, and the federal Office of Management and Budget (OMB) Super Circular 2 C.F.R. 200.501 and 45 C.F.R 75.501 audits.

15.1.1 If Contractor is subject to OMB Super Circular audit, the SBHASO shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements

15.1.2 If Contractor is not subject to OMB Super Circular audit, the SBHASO shall perform Contractor monitoring in compliance with federal requirements.

16. Federal Block Grant

16.1 FBG funds may not be used to pay for services provided prior to the execution of Contract, or to pay in advance of service delivery. Contract and amendments must be in writing and executed by both parties prior to any services being provided.

16.2 FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump sum Contracts shall be based on reasonable costs.

16.3 Contractor must receive an independent audit if the Contractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any state fiscal year. Contractor shall submit to the SBHASO the data collection form and reporting package specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) days of audit reports being completed and received by Contractor. SBHASO shall follow up with any corrective actions for Contractor audit findings in accordance with 2 D.F.R. Part 200, Subpart F. SBHASO shall retain documentation of all Contractor monitoring activities; and, upon request by HCA, shall immediately make all audits and/or monitoring documentation available to the HCA.

16.4 SBHASO shall conduct and/or make arrangements for an annual fiscal review of each Contractor receiving FBG funds, regardless of reimbursement methodology (i.e.: fee-for-service, set rate, performance-based or cost reimbursement contracts), and shall provide HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:

16.4.1 Expenditures are accounted for by revenue source.

16.4.2 No expenditures were made for items identified in the Payment and Sanctions Section of this Contract.

16.4.3 Expenditures are made only for the purposes stated in this Contract, and for services that were actually provided.

16.5 Contractor shall participate in the peer review process when requested by the HCA. (42 U.S.C. 300x-53(a) and 45 C.F.R. 96.136). The MHBG and SABG requires an annual peer review by individuals with expertise in the field of drug abuse treatment (for SABG) and individuals with expertise in the field of mental health treatment (for MHBG). At least five percent (5%) of treatment providers will be reviewed.

16.6 FBG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. FBG funds also cannot be provided to any individual or organization that permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the Federal Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

17. Suspension, Debarment and Lobbying

The Contractor shall certify, on a separate form (Attachment G), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor shall actively monitor its employees for excluded status in accordance with SBHASO Policies and Procedures. The Contractor, on a separate form (Attachment F), will certify that it does not use Federal funds for lobbying purposes.

18. Data Reporting Requirements

18.1 Contractor shall submit complete and accurate reports and data under the Contract, including encounter data that complies with data reporting requirements promulgated by the Health Care Authority (HCA), including the Service Encounter Reporting Instructions (SERI) and the SBHASO Data Dictionary, HCA Encounter Data Reporting Guide (EDRG), and the Behavioral Health Supplemental Transactions that complies with the Behavioral Health Data Storage Guide.

18.2 Contractor shall provide data to the SBHASO as needed for performance improvement or other projects.

- 18.3 Data shall be uploaded into the SBHASO data system within thirty (30) calendar days from the date of service or event.

19. Billing Procedures

- 19.1 The Contractor shall be paid within the limits established within Attachment C: Budget/Rate Sheet. Any costs incurred by the Contractor over and above the total sums set out in Attachment C: Budget/Rate Sheet, shall be at the Contractor's sole risk and expense.
- 19.2 The Contractor shall submit invoices for payment no later than 30 calendar days following the end of month that service was provided. Invoices for psychiatric inpatient treatment may be submitted within 90 calendar days following the end of month of discharge.
- 19.3 The SBHASO shall pay the Contractor monthly for services identified in the Statement of Work of this Contract, subject to the availability of funds from the Health Care Authority and Contractor's compliance with this Contract. To be compliant with payment standards SBHASO shall pay or deny, 95 percent of clean claims and encounters within thirty (30) calendar days of receipt of the invoice from the Contractor, 95 percent of all claims within sixty (60) calendar days of receipt of the invoice from the Contractor, and 99 percent of claims within ninety (90) calendar days of receipt of the invoice from the Contractor.

20. Faith Based Organizations (FBO)

- 20.1 SBHASO requires FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
- 20.1.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
- 20.1.2 The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
- 20.1.3 The FBO shall report to the SBHASO all referrals made to alternative providers.
- 20.1.4 The FBO shall provide Individuals with a notice of their rights.
- 20.1.5 The FBO shall provide Individuals with a summary of services that includes any religious activities.
- 20.1.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.

20.1.7 No funds may be expended for religious activities.

21. Indemnification

Contractor agrees to hold harmless HCA and its employees, and all Individuals served under the terms of this Contract in the event of non-payment by the SBHASO. Contractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of SBHASO, its agents, officers, employees or contractors.

22. Corrective Action Process

22.1 The SBHASO conducts reviews of Contractors. During the course of any review conducted, if performance is below Contract standards, the SBHASO will request that the Contractor provide a Corrective Action Plan. SBHASO will work with Contractor staff in creating Corrective Action Plans, when requested.

22.2 If the Contract Administrator finds indications of ongoing potential non-compliance during the contract monitoring processes or learns that the Contractor, or its subcontractors, are out of compliance with any of the terms or conditions of this Contract, the follow process will be pursued.

22.2.1 Informal Meeting

Informal process wherein the Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.

22.2.2 Official Verbal Notification

If the informal meeting does not result in resolution, the SBHSEO will contact the Contractor for the purpose of official verbal notification of possible non-compliance to establish a date when representatives of the SBHASO and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.

22.2.3 Written Summary

Within five (5) working days of such verbal notification, the SBHASO will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.

22.2.4 Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHASO and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.

22.2.5 Withhold Payments

If the SBHASO and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the SBHASO shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written, time-limited extension of the period to agree upon corrective action is issued by the SBHASO.

ATTACHMENT C: BUDGET

Budget Summary				
Contractor: Olympic Personal Growth Center				
Contract No:		KC-059-21-F		
Contract Period:		01/01/21 - 12/31/25		
Expenditure	Fund Source	Previous	Changes this Contract	Current
Period 1: 01/01/21 - 12/31/21				
CJTA		35,061	0	35,061
Period 1 Budget Total		35,061	0	35,061
Period 2: 01/01/22 - 12/31/22				
CJTA		39,061	0	39,061
CJTA Jail Program		20,800	0	20,800
Period 2 Budget Total		59,861	0	59,861
Period 3: 01/01/23 - 12/31/23				
CJTA		32,418	0	32,418
Transportation Support, cost reimbursement	SABG	5,000	0	5,000
Period 3 Budget Total		37,418	0	37,418
Period 4: 01/01/24 - 12/31/24				
CJTA		32,684	0	32,684
Transportation Support, cost reimbursement (SABG)	SABG	1,000	0	1,000
Period 4 Total		33,684	0	33,684
Period 5: 7/1/24-12/31/24				
CJTA		0	1,200	1,200
SUD Outpatient		0	12,000	12,000
Period 5 Total		0	13,200	13,200
Period 6: 01/01/25 - 12/31/25				
CJTA	GFS	0	38,790	38,790
SUD Outpatient	GFS		20,000	20,000
Transportation Support, cost reimbursement	SABG	0	1,000	1,000
Workforce Development	GFS		16,000	16,000
Period 6 Total		0	75,790	75,790
Contract Total		166,024	88,990	255,014

ATTACHMENT E: DATA USE, SECURITY AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Attachment:

- 1.1 **“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.
- 1.3 **“Business Associate”** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4 **“Business Associate Agreement”** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5 **“Covered Entity”** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.6 **“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Attachment, Data means the same as “Confidential Information.”
- 1.7 **“Designated Record Set”** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.8 **“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.9 **“Electronic Protected Health Information (ePHI)”** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.
- 1.10 **“Hardened Password”** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - 1.10.1 Passwords for external authentication must be a minimum of 10 characters long.
 - 1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.
 - 1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

- 1.11 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.12 **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
- 1.13 **“Medicare Data Use Requirements”** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.14 **“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.15 **“Portable/Removable Media”** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.16 **“Portable/Removable Devices”** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC’s, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.17 **“PRISM”** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.
- 1.18 **“Protected Health Information”** or “PHI” has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.
- 1.19 **“ProviderOne”** means the Medicaid Management Information System, which is the State’s Medicaid payment system managed by HCA.
- 1.20 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.21 **“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.22 **“Transmitting”** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.23 **“Transport”** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

- 1.24 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.25 **“U.S.C.”** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.26 **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
- 1.27 **“Use”** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

- 2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

- 2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- 2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 Purpose

- 3.1 This Exhibit E covers all data sharing, collection, maintenance, and Use of Data by Contractor for work performed under the Contract.

4 PRISM Access – N/A

5 Constraints on Use of Data

- 5.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without SBHASO's and HCA's prior written consent.
- 5.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
 - 5.2.1 The information received including Behavioral Health Supplemental Data is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA, SBHASO and their Subcontractors to:
 - 5.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;
 - 5.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and
 - 5.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).
- 5.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 5.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.
 - 5.4.1 Contractor must identify:
 - 5.4.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and

- 5.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
- 5.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

6 Security of Data

6.1 Data Protection

6.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

6.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

6.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information

6.2 Data Security Standards

6.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

6.2.2 Data Transmitting

6.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.

6.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

6.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

6.2.3.1 Data at Rest:

6.2.3.1.1 Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

6.2.3.2 Data stored on Portable/Removable Media or Devices

6.2.3.2.1 Confidential Information provided by SBHASO or HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

6.2.3.2.2 HCA's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

6.2.3.2.2.1 Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

6.2.3.2.2.2 Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

6.2.3.2.2.3 Keeping devices in locked storage when not in use;

6.2.3.2.2.4 Using check-in/check-out procedures when devices are shared;

6.2.3.2.2.5 Maintaining an inventory of devices;

and

6.2.3.2.2.6 Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

6.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

6.2.4 Data Segregation

6.2.4.1 HCA Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

6.2.4.2 HCA's Data must be kept in one of the following ways:

6.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;

6.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;

6.2.4.2.3 In a database that contains only HCA Data;

6.2.4.2.4 Within a database – HCA data must be distinguishable from non- HCA Data by the value of a specific field or fields within database records;

6.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.

6.2.4.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

6.3 Data Disposition

- 6.3.1 Upon request by SBHASO or HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.
- 6.3.2 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
- 6.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

7 Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality.

- 7.1.1 The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:
 - 7.1.1.1 as provided by law; or
 - 7.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

7.2 Non-Disclosure of Data

- 7.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Attachment before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Attachment before they gain access to the Data.
- 7.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available

to SBHASO or HCA upon request.

7.3 Penalties for Unauthorized Disclosure of Data

- 7.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.
- 7.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

8 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract.

However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractor meet, or continue to meet, the terms, conditions, and requirements in this Attachment.

9 Data Breach Notification

- 9.1 The Breach or potential compromise of Data must be reported to the SBHASO Privacy Officer at iclauson@kitsap.gov and to the SBHASO Contract Manager at jkron@kitsap.gov within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

- 9.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
- 9.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- 9.1.3 A description of the types of PHI involved;
- 9.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- 9.1.5 Any details necessary for a determination of the potential

harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and

9.1.6 Any other information SBHASO or HCA reasonably requests.

9.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.

9.3 The Contractor must notify SBHASO in writing, as described in 9.1 above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.

9.4 At SBHASO's or HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.

9.5 At SBHASO's or HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

10 HIPAA Compliance

The Contractor is a "Business Associate" of SBHASO as defined in the HIPAA Rules.

10.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 9, is:

Salish Behavioral Health Administrative Services Organization
Attention: Ileea Clauson, Privacy Officer
614 Division St., MS-23
Port Orchard, WA 98366
Telephone: (360) 337-4833
Email: IClauson@kitsap.gov

10.2 Compliance. Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

10.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:

10.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R.

Part 164, Security Standards for the Protection of Electronic Protected Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.

- 10.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
- 10.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.
- 10.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- 10.3.5 Disclosure for Proper Management and Administration. Contractor may disclose PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 10.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by SBHASO or HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 10.3.7 Failure to Cure. If SBHASO learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Attachment and reasonable steps by the Contractor do

not end the violation, SBHASO may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.

10.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by SBHASO, if SBHASO determines Contractor has violated a material term of this Business Associate Agreement. SBHASO may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

10.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of SBHASO or HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.

10.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from SBHASO or HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of SBHASO or HCA, Contractor must:

10.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

10.3.10.2 Return to SBHASO or HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;

10.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;

10.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

10.3.10.5 Return to SBHASO or HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

10.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

10.4 Individual Rights.

10.4.1 Accounting of Disclosures.

10.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.

10.4.1.2 Within ten (10) business days of a request from SBHASO or HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).

10.4.1.3 At the request of SBHASO or HCA, or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

10.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.

10.4.2 Access.

10.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.

10.4.2.2 When the request is made by the Individual to the Contractor or if SBHASO or HCA ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by HCA, the Contractor will provide the records to HCA within ten (10) business days.

10.4.3 Amendment.

10.4.3.1 If SBHASO or HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and SBHASO or HCA has previously provided the PHI or record that is the subject of the amendment to Contractor, then SBHASO will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.

10.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by SBHASO or HCA or as necessary to satisfy SBHASO's and HCA's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.

10.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).

10.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).

10.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

10.8 Miscellaneous Provisions.

10.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

10.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

11 Inspection

SBHASO and HCA reserve the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All SBHASO and HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

12 Indemnification


The Contractor must indemnify and hold SBHASO and HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

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