

CONTRACT AMENDMENT A

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 The Benji Project, 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-226-24 and executed on September 9th, 2024, shall be amended as follows:

1. **Page 1: Contract Term** is amended as follows:
July 1, 2024, to June 30, 2026.
2. **Page 1: Amount** is amended as follows:
Increased by \$60,000 from \$60,000 to \$120,000.
3. **General Agreement: General Terms and Conditions** are deleted entirely and replaced as attached.
4. **Attachment A: Special Terms** are deleted and entirely replaced as attached.
5. **Attachment C: Budget** is deleted and entirely replaced as attached.
6. 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

Revision 2000-09-02

KC-226-24-A

UEI: LD6MNJ62JQD1

FAIN: B09SM089651

ALN: 93.958; 93.959

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.

7. 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.

KC-226-24-A

UEI: LD6MNJ62JQD1

FAIN: B09SM089651

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

NOT PRESENT

Christine Rolfes, Chair

Oran Root

Oran Root, Commissioner

Katherine T. Walters

Katherine T. Walters, Commissioner

DATE

8.25.25

ATTEST

Dana Daniels

Dana Daniels, Clerk of the Board

CONTRACTOR: The Benji Project

Heather McRae-Woolf

Name: Heather McRae-Woolf

Title: Executive Director

I attest that I have the authority to sign
this contract on behalf of The Benji
Project.

8/7/25

DATE



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:

Heather McRae-Woolf
Executive Director
Benji Project
P.O. Box 1487

Jolene Kron, Administrator
Kitsap County Human Services

Port Townsend, WA 98368

614 Division St., MS-23
Port Orchard, WA 98366-4676

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: Benji Project, City of Port Townsend, County of Jefferson, 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 July 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 A: 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.

2.3.1.2.1.1 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:

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

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

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

2.3.1.2.1.1.4 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

2.3.1.2.1.1.5 Providing the material in English, if

the Contractor documents the Individual's preference for receiving material in English.

2.3.1.2.1.1.6 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.gov/billers-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.
 - 4.6.3.2 Correct erroneous information.
 - 4.6.3.3 Receive the status of their credentialing or recredentialing application, upon request.
 - 4.6.3.4 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.

8. 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.

9. Business Continuity and Disaster Recovery

- 9.1 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.
- 9.2 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:
 - 9.2.1 A mission or scope statement.
 - 9.2.2 Information services disaster recovery person(s).
 - 9.2.3 Provisions for back up of key personnel, emergency procedures, and emergency telephone numbers.
 - 9.2.4 Procedures for effective communication, applications inventory and business recovery priorities, and hardware and software vendor lists.
 - 9.2.5 Documentation of updated system and operations and a process for frequent back up of systems and data.
 - 9.2.6 Off-site storage of system and data backups and the ability to recover data and systems from back-up files.
 - 9.2.7 Designated recovery options.
 - 9.2.8 Evidence that disaster recovery tests or drills have been performed.
- 9.3 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.

10. FISCAL REQUIREMENTS AND MONITORING

10.1 Withhold of Payment

10.1.1 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

10.2 Reimbursement

10.2.1 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.

10.3 Right to Hearing

10.3.1 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.

10.4 Monitoring

10.4.1 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:

10.4.1.1 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.

10.4.1.2 SBHASO shall ensure that Contractor has complied with data submission requirements established by HCA for all services funded under the Contract.

- 10.4.1.3 SBHASO shall ensure that Contractor updates patient funding information when the funding source changes.
- 10.4.1.4 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>)
- 10.4.1.5 SBHASO shall maintain written or electronic records of all Contractor monitoring activities and make them available to HCA upon request.

11. Payment and Sanctions

- 11.1 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.
- 11.2 SBHASO will not reimburse the Contractor for any amount that exceeds the budget.
- 11.3 For all services, the Contractor must determine whether the Individual receiving services is eligible for Medicaid or has other insurance coverage.
 - 11.3.1 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.
 - 11.3.2 If the claim was incorrectly billed Contractor has an additional year to correct the claim WAC 182-502-0150.
 - 11.3.3 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.

- 11.3.4 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.
- 11.4 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:
 - 11.4.1 Construction and/or renovation.
 - 11.4.2 Capital assets or the accumulation of operating reserve accounts.
 - 11.4.3 Equipment costs over \$5,000.
 - 11.4.4 Cash payments to Individuals.
- 11.5 Non-Compliance
 - 11.5.1 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.
 - 11.5.2 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.
 - 11.5.3 Additional Renumeration Prohibited
 - 11.5.3.1 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.

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

11.6 Sanctions

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

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

- 11.6.1.1.1 The Contractor has failed to perform any of the Contracted Services.
 - 11.6.1.1.2 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.
 - 11.6.1.1.3 The Contractor has failed to perform any Administrative Function required under this Contract.
 - 11.6.1.1.4 The Contractor has failed to implement corrective action required by SBHASO and within SBHASO prescribed timeframes.

12. Audit Requirements

12.1 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.

- 12.1.1 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

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

13. Federal Block Grant

13.1 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.

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

13.3 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.

13.4 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:

13.4.1 Expenditures are accounted for by revenue source.

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

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

13.5 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.

- 13.6 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.

14. 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.

15. Data Reporting Requirements

- 15.1 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.
- 15.2 Contractor shall provide data to the SBHASO as needed for performance improvement or other projects.
- 15.3 Data shall be uploaded into the SBHASO data system within thirty (30) calendar days from the date of service or event.

16. Billing Procedures

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. Faith Based Organizations (FBO)

- 17.1 SBHASO requires FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
 - 17.1.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
 - 17.1.2 The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
 - 17.1.3 The FBO shall report to the SBHASO all referrals made to alternative providers.
 - 17.1.4 The FBO shall provide Individuals with a notice of their rights.
 - 17.1.5 The FBO shall provide Individuals with a summary of services that includes any religious activities.
 - 17.1.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.
 - 17.1.7 No funds may be expended for religious activities.

18. 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.

19. Corrective Action Process

19.1 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.

19.2 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.

19.2.1 Informal Meeting

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

19.2.2 Official Verbal Notification

If the informal meeting does not result in resolution, the SBHASO 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.

19.2.3 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.

19.2.4 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.

19.2.5 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: The Benji Project				
Contract No: KC-226-24-A				
Contract Period: July 1, 2024-June 30, 2026				
Fund Source: ARPA MHBG, GFS/SYNC				
Expenditure	Cost Category	Previous	Changes this Contract	Current
Budget Period 1: 7/1/2024-6/30/2025				
Mindfulness Education Program for Youth	ARPA MHBG	60,000.00	0.00	60,000.00
Period 1 Budget Total		60,000.00	0.00	60,000.00
Budget Period 2: 7/1/2025-6/30/2026	Cost Category	Previous	Changes this Contract	Current
Mindfulness Education Program for Youth	ARPA MHBG	0.00	15,000.00	15,000.00
	GFS/SYNC	0.00	45,000.00	45,000.00
Period 2 Budget Total		0.00	60,000.00	60,000.00
Contract Total		\$ 60,000.00	\$ 60,000.00	120,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

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

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

PRODUCER JD Fulwiler & Co., Insurance 330 E Mill Plain Blvd Ste 403 Vancouver WA 98660	CONTACT NAME: Kim Hutchinson PHONE (A/C, No, Ext): 503-977-5650 FAX (A/C, No): 503-977-5650 E-MAIL ADDRESS: khutchinson@jdfulwiler.com
INSURED The Benji Project P.O. Box 1487 Port Townsend WA 98368	INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of NonProfits for Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2102875333**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	02CP00799080102	8/14/2025	8/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	02CP00799080102	8/14/2025	8/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	02UB00799080101	8/14/2025	8/14/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	02CP00799080102	8/14/2025	8/14/2026	PER STATUTE ☒ OTH-ER ☐ WA STOP GAP E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
A	☐ ABUSE OR MOLESTATION ☐ PROFESSIONAL LIABILITY	Y	02CP00799080102 02CP00799080102	8/14/2025 8/14/2025	8/14/2026 8/14/2026	EA CLAIM: \$1,000,000 EA CLAIM: \$1,000,000 AGGR: \$2,000,000 AGGR: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract Number: KC-226-24 CFDA#: 93.958

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 are included as Additional Insureds as respects operations of the Named Insured subject to policy terms, conditions, and exclusions per attached form CG 20 26. Coverage is Primary/Non-Contributory per attached form ANI-RRG-E61. 30 day notice of cancellation per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend.

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FISCAL SPONSOR LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an Insured's status as a "fiscal sponsor" until:

- a. The first Named Insured enters into a "fiscal sponsor agreement" arising out of or in connection with the First Named Insured's status as a "fiscal sponsor" for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to "bodily injury" or "property damage" that occurs before the first Named Insured enters into the "fiscal sponsor agreement" which is subject of the claim, loss, damage or expense or because of an offense that constitutes "personal and advertising injury" that is committed before the first Named Insured enters into the "fiscal sponsor agreement" which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a "fiscal sponsor agreement" for "bodily injury," "property damage," or "personal and advertising injury" which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

"Fiscal sponsor" is defined to mean the first Named Insured's status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a "fiscal sponsor agreement"; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

"Fiscal sponsor agreement" is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a "fiscal sponsor" for such person, entity or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNDRAISER AND EVENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance applies to those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of a "fundraiser" or "event". Except for a "fundraiser" or "event" that is specifically scheduled on the policy, this insurance does not apply to liability arising out of a "fundraiser" or "event" which involves, directly or indirectly, any of the following:

- Any "fundraiser" or "event" with more than 500 people present at any one time
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic activities or contests, not including golf or bowling
- Carnivals, circuses, fairs, festivals, parades
- Powered Rides or Amusement attractions (including, but not limited to, climbing walls, slides, mechanical bulls, bungee jumps)
- Firearms or weapons
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)
- Trampolines, bounce houses, rebounding equipment, inflatable amusement or sports devices, moon walks, or inflatable wrestling or combatant suits.

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.

"Event" is any activity sponsored or co-sponsored by "you" apart from your regular scope of operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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