

	PROFESSIONAL SERVICES CONTRACT for HARPS	HCA Contract Number: K6917
---	---	----------------------------

THIS CONTRACT is made by and between the Washington State Health Care Authority, (HCA) and County of Kitsap DBA Salish BH ASO, (Contractor).

CONTRACTOR NAME County of Kitsap	CONTRACTOR DOING BUSINESS AS (DBA) Salish BH ASO	
CONTRACTOR ADDRESS 614 DIVISION ST MS23, PORT ORCHARD, WA 98366-4676		
CONTRACTOR CONTACT Stephanie J. Lewis	CONTRACTOR TELEPHONE (360) 337-4886	CONTRACTOR E-MAIL ADDRESS sjlewis@kitsap.gov
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

HCA PROGRAM	HCA DIVISION/SECTION Division of Behavioral Health & Recovery (DBHR)
HCA CONTACT NAME AND TITLE Wanda Johns, Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 2730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-1947	HCA CONTACT E-MAIL ADDRESS Wanda.johns@hca.wa.gov

CONTRACT START DATE July 1, 2023	CONTRACT END DATE June 30, 2024	TOTAL MAXIMUM CONTRACT AMOUNT \$881,380
PURPOSE OF CONTRACT: Housing and Recovery through Peer Services (HARPS)		

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

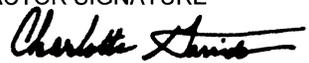
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE charlotte Garrido, chair	DATE SIGNED 8-28-23
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE SIGNED 7/11/2023

TABLE OF CONTENTS

1. <u>Statement of Work (SOW)</u>	4
2. <u>Definitions</u>	4
3. <u>Special Terms and Conditions</u>	7
3.1 <u>Performance Expectations</u>	7
3.2 <u>Term</u>	8
3.3 <u>Compensation</u>	8
3.4 <u>Invoice and Payment</u>	9
3.5 <u>Contractor and HCA Contract Managers</u>	10
3.6 <u>Key Staff</u>	10
3.7 <u>Legal Notices</u>	11
3.8 <u>Incorporation of Documents and Order of Precedence</u>	11
3.9 <u>Insurance</u>	12
4. <u>General Terms and Conditions</u>	13
4.1 <u>Access to Data</u>	13
4.2 <u>Accessibility</u>	13
4.3 <u>Advance Payment Prohibited</u>	14
4.4 <u>Amendments</u>	14
4.5 <u>Assignment</u>	15
4.6 <u>Attorneys' Fees</u>	15
4.7 <u>Change in Status</u>	15
4.8 <u>Conflict of Interest</u>	15
4.9 <u>Conformance</u>	15
4.10 <u>Covered Information Protection</u>	16
4.11 <u>Contractor's Proprietary Information</u>	16
4.12 <u>Covenant Against Contingent Fees</u>	17
4.13 <u>Debarment</u>	17
4.14 <u>Disputes</u>	17
4.15 <u>Entire Agreement</u>	18
4.16 <u>Force Majeure</u>	18
4.17 <u>Funding withdrawn, Reduced, or Limited</u>	18
4.18 <u>Governing Law</u>	19
4.19 <u>HCA Network Security</u>	19
4.20 <u>Indemnification</u>	19
4.21 <u>Independent Capacity of the Contractor</u>	20
4.22 <u>Legal and Regulatory Compliance</u>	20
4.23 <u>Limitation of Authority</u>	21

<u>4.24 No Third-Party Beneficiaries</u>	21
<u>4.25 Nondiscrimination</u>	21
<u>4.26 Overpayments to the Contractor</u>	21
<u>4.27 Pay Equity</u>	21
<u>4.28 Publicity</u>	22
<u>4.29 Records and Document Review</u>	22
<u>4.30 Remedies Non-Exclusive</u>	23
<u>4.31 Right of Inspection</u>	23
<u>4.32 Rights in Data/Ownership</u>	23
<u>4.33 Severability</u>	24
<u>4.34 Site Security</u>	24
<u>4.35 Subcontracting</u>	24
<u>4.36 Subrecipient</u>	25
<u>4.37 Survival</u>	26
<u>4.38 Taxes</u>	27
<u>4.39 Termination</u>	27
<u>4.40 Termination Procedures</u>	28
<u>4.41 Transition Obligations</u>	29
<u>4.42 Treatment of Assets</u>	29
<u>4.43 Waiver</u>	30
<u>4.44 Warranties</u>	31
<u>Attachment 1: Statement of Work</u>	32
<u>Attachment 2: HARPS Quarterly Report</u>	54
<u>Attachment 3: HARPS Monthly Participant Log</u>	55
<u>Attachment 4: Federal Fiscal Year 2022 – Award Standard Terms</u>	56
<u>Attachment 5: Federal Compliance, Certifications and Assurances</u>	62
<u>Attachment 6: Federal Subaward Information</u>	67

Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure Housing Support Services; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and County of Kitsap DBA Salish BH ASO (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with County of Kitsap DBA Salish BH ASO will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to County of Kitsap DBA Salish BH ASO this Contract, the terms and conditions of which will govern Contractor's providing to HCA the housing support services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Business Associate" means a Business Associate as defined in 45 C.F.R. § 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 Contract includes Business Associate's employees, agents,

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Centers for Medicare and Medicaid Services" or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

"C.F.R." means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at <http://www.eC.F.R.gov/cgi-bin/EC.F.R.?page=browse>.

“Client” means an individual who is eligible for or receiving services through HCA program(s).

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data as described in Attachment 4, Section 3 *Data Classification*, which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contract Administrator” means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

“Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

“Contractor” means County of Kitsap DBA Salish BH ASO, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Covered Entity” has the same meaning as defined in 45 C.F.R. 160.103.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act). HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

"Proprietary Information" refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

"Protected Health Information" or **"PHI"** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

"RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

"Regulation" means any federal, state, or local regulation, rule, or ordinance.

"Statement of Work" or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

"Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on **July 1, 2023**, and continue through **June 30, 2024**, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended by mutually agreed amendment in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **\$881,380**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with Attachment 1, Statement of Work.
- 3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.
- 3.3.4 Single Audit Act Compliance

If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- A. Submit to the HCA contact person the data collection form and reporting package specified in 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.
- 3.4.4 Invoices must be submitted to HCA HARPS Program Manager, wanda.johns@hca.wa.gov, with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:
- A. The HCA Contract number;
 - B. Contractor name, address, phone number;
 - C. Description of services;
 - D. Date(s) of delivery;
 - E. Net invoice price for each item;
 - F. Applicable taxes;
 - G. Total invoice price; and
 - H. Any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue.

- 3.4.5 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

If the Contract is identified as funded by a federal grant, Contractor must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.

- 3.4.6 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay

invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date (“Belated Claims”). HCA will pay Belated Claims at its sole discretion.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

- 3.5.1 Contractor’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.
- 3.5.2 HCA’s Contract Manager is responsible for monitoring the Contractor’s performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor’s invoices prior to payment.
- 3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	Stephanie J. Lewis	Name:	Wanda Johns
Title:	Regional Administrator	Title:	Contract Manager
Address:	614 Division St MS23, Port Orchard, WA 98366-4676	Address:	626 8th Avenue SE PO Box 2730 Olympia, WA 98504-2730
Phone:	(360) 337-4886	Phone:	(360) 725-1947
Email:	sjlewis@kitsap.gov	Email:	wanda.johns@hca.wa.gov

3.6 KEY STAFF

- 3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor’s Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor’s Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to

HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Contractor, provide notification to the contact referenced on Page 1 of this Contract.

3.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals;

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Attachment 4: SAMHSA Award Terms;

- 3.8.6 Attachment 5: Federal Compliance, Certifications and Assurances;
- 3.8.7 Attachment 6(s): Federal Subaward Information;
- 3.8.8 Attachment 1(s): Statement(s) of Work;
- 3.8.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.
- 3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor’s employees, as may be required of an “employer” as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.
- 3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies

must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

- 3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDIATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in

writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

4.2.4 DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

4.2.5 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract, except as provided in Attachment 1, Statement of Work.

4.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

4.10 COVERED INFORMATION PROTECTION

4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish,

transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.44, *Warranties*.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 4.17.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
 - A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of

resumption. For purposes of this subsection, "written notice" may include email.

- C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 LEGAL AND REGULATORY COMPLIANCE

- 4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.
- 4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on

the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in

existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound

reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.35 SUBCONTRACTING

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SUBRECIPIENT

4.36.1 General

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, shall:

- A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award

number and year, name of the federal agency, and name of the pass-through entity;

- B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- D. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- E. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or regulation;
- F. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or regulation; and
- G. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

4.36.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- A. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- B. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

4.36.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors*.

4.37 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership*, will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.40 TERMINATION PROCEDURES

- 4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- 4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
 - B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
 - C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
 - D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
 - E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
 - F. Complete performance of any part of the work that was not terminated by HCA; and
 - G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in

the possession of the Contractor and in which HCA has or may acquire an interest.

4.41 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.42 TREATMENT OF ASSETS

4.42.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.42.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.42.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.42.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.42.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.43 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.44 WARRANTIES

4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.44.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.44.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms

of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

ATTACHMENT 1: STATEMENT OF WORK

1. Purpose

Provide Housing and Recovery through Peer Services (HARPS) services in Clallam, Jefferson, and Kitsap Counties.

Contractor will provide services for HCA's regional supportive housing projects that:

- assist individuals transitioning from institutional settings into permanent supportive housing;
- provide the basis for supportive housing services; and
- provide integration opportunities between state hospitals, Evaluation and Treatment Center (E&T), inpatient substance abuse treatment services and BHASOs.

2. Definitions

EBP – Evidence Based Practice.

Even though HARPS will not require high fidelity PSH, we encourage sites to become familiar with the dimensions of EBP PSH.

A link to the SAMHSA PSH toolkit can be found at <http://store.samhsa.gov/product/Permanent-Supportive-Housing-Evidence-Based-Practices-EBP-KIT/SMA10-4510>.

Fidelity Review – A cross-site learning collaborative fidelity approach.

HARPS – Housing and Recovery through Peer Services program.

Participants – Individuals receiving services and/or subsidies related to this contract.

PORCH – Permanent Options for Recovery-Centered Housing.

<https://www.dshs.wa.gov/sesa/rda/research-reports/permanent-options-recovery-centered-housing>.

PORCH is designed to transform service delivery by promoting sustainable access to evidence based Permanent Supportive Housing.

PORCH provides participants with meaningful choice and control of housing and support services, access to Peer Housing Specialists and reduces homelessness and supports the recovery and resiliency of individuals with serious behavioral health conditions.

PSH – Permanent Supportive Housing.

Permanent Supportive Housing (PSH) is decent, safe, and affordable community-based housing that provides tenants with the rights of tenancy under state and local landlord-

tenant laws and is linked to voluntary and flexible support and services designed to meet tenants' needs and preferences.

PSH makes housing affordable to someone on SSI, either through rental assistance or housing development, by providing sufficient wraparound supports to allow people with significant support needs to remain in the housing they have chosen.

Dimensions of PSH EBP include:

- Choice in housing and living arrangements;
- Functional separation of housing and services;
- Decent, safe, and affordable housing;
- Community integration and rights of tenancy;
- Access to housing and privacy;
- Flexible, voluntary, and Recovery-focused services.

SAMHSA – Federal Substance Abuse and Mental Health Services Administration.

SMI – Serious Mental Illness.

SUD – Substance Use Disorder.

3. Work Expectations

3.1. Staffing Strategy

3.1.1. **Create HARPS Team.** Contractor's HARPS Team will consist of:

3.1.1.1.1. 1 FTE, Housing Case Manager/Supervisor; and

3.1.1.1.2. 2 FTE, Certified Peer Counselors.

3.1.2. **Write Job Descriptions.** Contractor will work with HCA Contract Manager to finalize Certified Peer Counselor job descriptions, and will include, but not limited to the following principal duties and responsibilities:

3.1.2.1. Provide peer counseling and support with an emphasis on enhancing access to and retention in permanent supported housing;

3.1.2.2. Draw on common experiences as a peer, to validate clients' experiences and to provide empowerment, guidance, and encouragement to clients to take responsibility and actively participate in their own recovery;

3.1.2.3. Serve as a mentor to clients to promote hope and empowerment;

3.1.2.4. Provide education and advocacy around understanding culture-wide stigma and discrimination against people with mental illness and develop strategies to eliminate stigma and support client

participation in consumer self-help programs and consumer advocacy organizations that promote recovery;

- 3.1.2.5. Teach symptom-management techniques and promote personal growth and development by assisting clients to cope with internal and external stresses;
- 3.1.2.6. Coordinate services with other Mental Health and allied providers;
- 3.1.2.7. Other components, as approved by HCA Contract Manager.
- 3.1.2.8. **Verify that team members meet education, experience, and knowledge requirements.**
- 3.1.2.9. Two of the FTEs must be Peer Counselors certified by the state or complete certification within six months of hire;
- 3.1.2.10. The certified peer counselors must have good oral and written communication skills;
- 3.1.2.11. Must have a strong commitment to the right and the ability of each person to live in normal community residences; work in competitive market-wage jobs; and have access to helpful, adequate, competent, and continuous supports and services in the community of their choice;
- 3.1.2.12. It is essential the peer specialist have skills and competence to establish supportive trusting relationships with persons living with severe and persistent mental illnesses and/or substance use disorder and respect for clients' rights and personal preferences in treatment is essential.
- 3.1.2.13. Supervisor.
 - 3.1.2.13.1. Should have Supportive Housing background and able to mentor Peers in their role of Peer/Supportive Housing Specialist duties;
 - 3.1.2.13.2. If the HARPS supervisor does not have MHP credentials, then project needs to demonstrate access to MHP for clinical supervision;
 - 3.1.2.13.3. This position should carry a reduced HARPS caseload.

3.2. **How Contractor will find Participants.**

- 3.2.1. Contractor will accept referrals from Western State Hospital and Eastern State Hospital;
- 3.2.2. Marketing/Outreach, as approved by HCA Contract Manager.

3.3. Participation in Trainings, Conference Calls and Program Meetings.

3.3.1. Trainings. HCA Contract Manager will work with Contractor to identify training dates for the trainings listed below.

3.3.1.1. Fidelity Review Training.

3.3.1.1.1. HCA will provide Fidelity Review training on the SAMHSA model Evidence-Based Practice of Permanent Supportive Housing (EBH PSH);

3.3.1.1.2. Virtual and recorded options will be made available;

3.3.1.1.3. Contractor will send a minimum of two (2) FTEs from the HARPS team to attend the Fidelity Review training;

3.3.1.1.4. If it is a recorded training, Contractor will take a screen shot or print completion of the course and send to HARPS program manager.

3.3.1.2. **Fidelity Review.** HCA will also include Contractor in the facilitation of an actual Fidelity Review. Contractor will send a minimum of one (1) FTE from the HARPS team to attend the Fidelity Review training.

3.3.2. Monthly Administrative Conference Calls. Calls will be scheduled on the last Monday of each month.

3.3.3. Quarterly One-on-One Program Meetings. Meetings are scheduled once each quarter to review:

3.3.3.1. Housing services;

3.3.3.2. Peer services;

3.3.3.3. Behavioral Health Data System (BHDS) reports;

3.3.3.4. Logs; and

3.3.3.5. State hospital referrals.

3.4. State Psychiatric Hospital Orientation. Each BHASO HARPS team will designate two (2) regional HARPS Peers to provide a HARPS orientation at Western State Hospital or Eastern State Hospital at minimum of once per year.

3.4.1. Coordination. Contractor will work with HCA State Hospital Discharge Analyst (janie.hanson@hca.wa.gov) to schedule and coordinate orientation;

3.4.2. Location. Western State Hospital or Eastern State Hospital;

3.4.3. Frequency. Once per year;

- 3.4.4. **Components.** Orientation will include services offered such as assessment, intake, goal setting, peer services, short term housing subsidies and housing;
- 3.4.5. **Payment.** Contractor invoice for orientation will be approved for payment, upon confirmation by HCA Discharge Analyst.

3.5. Provide Services

3.5.1. Determine Participant Eligibility.

- 3.5.1.1. Individuals who are experiencing a serious mental illness, substance use disorder or Co-Occurring disorder (Mental Illness & Substance Abuse Disorder, who are Homeless/At Risk of homelessness with a broad definition of homeless (couch surfing included);
- 3.5.1.2. Individuals who are released from or at risk of entering:
 - 3.5.1.2.1. Psychiatric Inpatient settings;
 - 3.5.1.2.2. Substance Abuse Treatment Inpatient settings.

3.5.2. Caseload Size.

- 3.5.2.1. Case mix must be such that the HARPS Teams can manage and have flexibility to be able to provide the intensity of services required for each individual, according to the medical necessity of each individual; HARPS Housing Specialists must have the capacity to provide multiple contacts per week with individuals exiting or recently discharged from inpatient behavioral healthcare settings, making changes in a living situation or employment, or having significant ongoing problems in maintaining housing;
 - 3.5.2.2.1. These multiple contacts may be as frequent as two to three times per day, seven days per week, and depend on individual need and a mutually agreed upon plan between individuals and program staff;
 - 3.5.2.2.2. Many, if not all, staff must share responsibility for addressing the needs of all individuals requiring frequent contact.

- 3.5.3. **Appeals and Denials.** HARPS programs are encouraged to have Housing Service policies in place to address appeals and denials.

3.5.4. Response Time.

- 3.5.4.1. HARPS Teams must have a response contact time of no later than two calendar days upon an individual's discharge from a behavioral healthcare inpatient setting, such as an Evaluation & Treatment Center, Residential Treatment Center, Detox, or State Psychiatric Hospital. Responses include:

- 3.5.4.1.1. Meetings with patients before discharge to establish housing goals and resources, basic needs and community integration;
- 3.5.4.1.2. This may include in person, virtual, and over the phone consultation.
- 3.5.4.2. HARPS Teams must have the capacity to rapidly increase service intensity and frequency to an individual when his or her status requires it or if an individual requests it.
- 3.5.5. **Supportive Housing Services.** HCA estimates that 50% of individuals accessing HARPS Housing Bridge Subsidy Funding will receive supportive housing services from HARPS teams each year. HARPS Teams must have the capability to provide support services related to obtaining and maintaining housing.
 - 3.5.5.1. **Values.** Service coordination must incorporate and demonstrate basic recovery values. The individual will have choice of their housing options, will be expected to take the primary role in their personal Housing Plan development, and will play an active role in finding housing and decision-making;
 - 3.5.5.2. **Peer/Housing Specialist Roles.** Each HARPS Participant will be assigned a Peer Specialist or Housing Specialist who assist in locating housing, and resources to secure housing, as well as maintain housing;
 - 3.5.5.2.1. Work with Participants to find, obtain and maintain housing to promote recovery;
 - 3.5.5.2.2. Locate and secure resources related to housing and utilities;
 - 3.5.5.2.3. Offer information regarding options and choices in the types of housing and living arrangements; and
 - 3.5.5.2.4. Advocate for the individual's tenancy needs, rights (including ADA Accommodations), and preferences to support housing stability; and
 - 3.5.5.2.5. Coordination with community resources, including consumer self-help and advocacy organizations that promote recovery.
 - 3.5.5.3. **Assessment and Planning**
 - 3.5.5.3.1. Assess housing needs, seek out and explain the housing options in the area, and resources to obtain housing;
 - 3.5.5.3.2. Assist participants to find and maintain a safe and affordable place to live, apartment hunting, finding a roommate, landlord negotiations, cleaning, furnishing and decorating, and procuring necessities (telephone, furniture, utility hook-up);

3.5.5.3.3. Identify the type and location of housing with an exploration of access to natural supports and the avoidance of triggers (such as a neighborhood where drug dealing is prolific if the participant has a history of substance abuse).

3.5.5.3.4. **Participant Housing Plan**

- a. Contractor will collaborate with each Participant to create an individualized, strengths-based housing plan that includes action steps for when housing related issues occur;
- b. As with the treatment planning process, the Participant will take the lead role in setting goals and developing the housing plan.

3.5.5.4. **Housing Search and Placement.** Services or activities designed to assist households in locating, obtaining, and retaining suitable housing.

3.5.5.4.1. Tenant counseling;

3.5.5.4.2. Assisting households to understand leases;

3.5.5.4.3. Securing utilities;

3.5.5.4.4. Making moving arrangements;

3.5.5.4.5. Representative payee services concerning rent and utilities; and

3.5.5.4.6. Mediation and outreach to property owners related to locating or retaining housing.

3.5.5.5. **Landlord/Property Manager Engagement and Education**

3.5.5.5.1. Direct contact with landlords/property managers on behalf of Participants;

3.5.5.5.2. Ongoing support for the Participants and landlords/property managers to resolve any issues that might arise while the individual is occupying the rental;

3.5.5.5.3. Recruit and cultivate relationships with landlords and property management agencies, leading to more housing options for HARPS Participants;

3.5.5.5.4. Make use of printed materials and in-person events, such as landlord organization or rental housing association meetings, to educate landlords and property managers about the benefits of working with supportive housing providers,

individuals with treated behavioral health conditions, subsidies, housing quality and safety standards, and the Department of Commerce's Landlord Mitigation Program (<https://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program>);

- 3.5.5.5.5. Educate Participants on factors used by landlords to screen out potential tenants;
- 3.5.5.5.6. Mitigate negative screening factors by working with the Participants and landlords/property managers to clarify or explain factors that could prevent the individual from obtaining housing.
- 3.5.5.6. **Housing Stability.** Includes activities for the arrangement, development, coordination, securing, monitoring, and delivery of services related to meeting the housing needs of individuals exiting or at risk of entering inpatient behavioral healthcare settings and helping them obtain housing stability.
 - 3.5.5.6.1. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance;
 - 3.5.5.6.2. Referrals to Foundational Community Supports (FCS) supportive housing and supported employment services;
 - 3.5.5.6.3. Seeking out and assistance applying for long-term housing subsidies;
 - 3.5.5.6.4. Affordable Care Act activities that are specifically linked to the household's stability plan;
 - 3.5.5.6.5. Activities related to accessing Work Source employment services.
 - 3.5.5.6.6. Referrals to vocational and educational support services such as Division of Vocational Rehabilitation (DVR);
 - 3.5.5.6.7. Monitoring and evaluating household progress;
 - 3.5.5.6.8. Assuring that households' rights are protected; and
 - 3.5.5.6.9. Applying for government benefits and assistance including using the evidence-based practice SSI/SSDI through SSI/SSDI Outreach, Access, and Recovery (SOAR).
- 3.5.5.7. **Facilitate Housing Subsidies.**

- 3.5.5.7.1. Background. The budget for the HARPS Housing Bridge Subsidy is short-term funding to help reduce barriers and increase access to housing.
- 3.5.5.7.2. Region. HARPS Supportive Housing services can be localized, but subsidies are to serve the whole region.
- 3.5.5.7.3. HCA will issue quarterly State General Fund payments of \$125,000 to Contractor to utilize as short-term bridge subsidies for HARPS eligible individuals.
- 3.5.5.7.4. HCA will issue one-time State General Fund payment of \$100,000 to the contractor to utilize as short-term bridge subsidy for HARPS SUD only eligible individuals. SUD subsidy funds are a direct result of 2021 ESB 5476.
- 3.5.5.7.5. Any unspent subsidy funds, minus administrative costs will be returned to the Health Care Authority at the end of the state fiscal year, June 30.
 - a. Indirect/Administrative Costs. Contractor may use 10% of quarterly payment for administrative expenses which are not reimbursed through any other source. Expenses may include, but not limited to:
 - i. Staff;
 - ii. Staff expenses relevant to issuing subsidies in a manner consistent with the HARPS Housing Bridge Subsidy Guidelines;
 - iii. Other expenses, as approved by HCA Contract Manager.

b. Direct and Indirect Cost Breakdown:

i. General Fund Subsidy

Subsidy	Direct Costs (Reimbursable to HCA if unused)	10% Indirect Costs (Kept by Contractor)	Total Subsidy
Quarterly Payment	\$113,636	\$11,364	\$125,000
Total Subsidy	\$454,545	\$45,455	\$500,000

ii. SUD Subsidy

Subsidy	Direct Costs (Reimbursable to HCA if unused)	10% Indirect Costs (Kept by Contractor)	Total Subsidy
Total Subsidy	\$90,909	\$9,091	\$100,000

3.5.5.7.6. Quarter Date Range

Q#	Date Range
1	July – September
2	October – December
3	January – March
4	April – June

3.5.5.7.7. **SMI.** Contractor may provide up to \$500,000 in subsidies for individuals with SMI. Contractor will notify HCA Contract Manager is quarterly subsidies provided are significantly under or over the estimated figures.

- a. Contractor will prioritize quarterly subsidy funds to serve individuals with SMI.
- b. Estimated Subsidy per Individual. HARPS Bridge subsidies are estimated at \$2,500 per person.

This estimation was developed for budget purposes only and regions may adjust as needed to meet Fair Market Rental Housing rates as long as the contractor stays within contracted amount.

3.5.5.7.8. **SUD.** Contractor may provide up to \$100,000 in subsidies for individuals with SUD.

3.5.5.7.9. Subsidy Time Criteria

- a. HARPS Bridge Subsidies are temporary in nature and should be combined with other funding streams, whenever possible, to leverage resources to assist individuals in obtaining and maintaining a permanent residence.
- b. HARPS teams are encouraged to work with Department of Commerce and the long-term housing subsidies available through the Community Behavioral Health Rental Assistance (CBRA) program.
- c. Individuals exiting detox, 30, 60, and 90-day inpatient substance use disorder treatment facilities, residential

treatment facilities, state hospitals, E&T's, local psychiatric hospitals and other inpatient behavioral healthcare settings could receive up to 3 months of housing 'bridge' subsidy.

3.5.5.7.10. Allowable Expenses

- a. Monthly rent and utilities, and any combination of first and last months' rent for up to three (3) months. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.
- b. Rental and/or utility arrears for up to three months. Rental and/or utility arrears may be paid if the payment enables the household to remain in the housing unit for which the arrears are being paid or move to another unit. The HARPS bridge subsidy may be used to bring the program participant out of default for the debt and the HARPS Peer Specialist will assist the participant to make payment arrangements to pay off the remaining balances.
- c. Security deposits and utility deposits for a household moving into a new unit.
- d. HARPS rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with housing, including project- or tenant-based housing.
- e. Application fees, background and credit check fees for rental housing.
- f. Lot rent for RV or manufactured home.
- g. Costs of parking spaces when connected to a unit.
- h. Landlord incentives (provided there are written policies and/or procedures explaining what constitutes landlord incentives, how they are determined, and who has approval and review responsibilities).
- i. Reasonable storage costs.
- j. Reasonable moving costs such as truck rental and hiring a moving company.
- k. Hotel/Motel expenses for up to 30 days if unsheltered households are actively engaged in housing search and no other shelter option is available.

- l. Temporary absences. If a household must be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days or re-hospitalized), HARPS may pay for the households rent for up to 60 days. While a household is temporarily absent, he or she may continue to receive HARPS services.
- m. Rental payments to Oxford houses or Recovery Residences on the Recovery Residence Registry located at <https://hca-tableau.watech.wa.gov/t/51/views/ResidenceOxfordHouseLocations/Dashboard?:isGuestRedirectFromVizportal=y&:embed=y>.

3.5.5.8. Practical Help and Supports

- 3.5.5.8.1. Mentoring;
 - 3.5.5.8.2. Teaching self-advocacy;
 - 3.5.5.8.3. Coordination of services;
 - 3.5.5.8.4. Side-by-side individualized support;
 - 3.5.5.8.5. Problem solving;
 - 3.5.5.8.6. Direct assistance and supervision to help clients obtain the necessities of daily living including;
 - a. Medical and dental health care;
 - b. Legal and advocacy services;
 - c. Accessing financial support such as government benefits and entitlements (SSI, SSDI, veterans' benefits);
 - d. Accessing housing subsidies (HUD Section 8);
 - e. Money-management services (e.g., payee services, budgeting, managing credit score, financial wellness); and
 - f. Use of public transportation.
- 3.5.5.9. **Hospital Liaison Coordination.** The BH ASO's hospital liaison must actively coordinate the transition of individuals from behavioral healthcare inpatient treatment center discharge to the HARPS Team in the community of residence in order to minimize gaps in outpatient health care, and housing.

3.5.5.10. **Crisis Assessment and Intervention Coordination.** Behavioral Health Crisis assessment and intervention must be available 24-hours per day, seven days per week through the BH ASO's crisis system.

3.5.5.10.1. Services must be coordinated with the assigned Care Coordinator.

3.5.5.10.2. These services include telephone and face-to-face contact.

3.5.5.11. **Education Services Linkage**

3.5.5.11.1. Supported education related services are for individuals whose high school, college or vocational education could not start or was interrupted and made educational goals a part of their recovery (treatment) plan.

3.5.5.11.2. Services include providing support to applying for schooling and financial aid, enrolling and participating in educational activities or linking to supported employment/supported education services.

3.5.5.12. **Supported Employment - Vocational Services Linkage.** Services to help individuals value, find, and maintain meaningful employment in community-based job sites.

3.5.5.12.1. Job development and coordination with employers;

3.5.5.12.2. A component of the Participant's recovery (treatment) plan or linkage to supported employment;

3.5.5.12.3. Assist with referrals to job training and supported employment services provided by Foundational Community Supports (FCS) or Division of Vocational Rehabilitation (DVR) or other supports;

3.5.5.12.4. Mentoring, problem solving, encouragement and support on and off the job site;

3.5.5.12.5. Provide work-related supportive services;

1.1.1.1.1. Assistance securing necessary clothing and grooming supplies;

1.1.1.1.2. Wake-up calls; and

1.1.1.1.3. Assistance with navigating public transportation.

3.5.5.13. **Daily Living Services.** Services to support activities of daily living in community-based settings include:

3.5.5.13.1. Individualized and ongoing assessment;

- 3.5.5.13.2. Goal setting;
- 3.5.5.13.3. Skills training/practice;
- 3.5.5.13.4. Side-by-side assistance, supervision and support (prompts, assignments, encouragement);
- 3.5.5.13.5. Modeling;
- 3.5.5.13.6. Problem solving;
- 3.5.5.13.7. Environmental adaptations to assist Participants in gaining and/or using the skills required to access services;
- 3.5.5.13.8. Direct assistance when necessary to ensure that individuals obtain the basic necessities of daily life;
- 3.5.5.13.9. Assist and teach/support clients to organize and perform household activities, including house cleaning and laundry;
- 3.5.5.13.10. Assist and teach/support clients with personal hygiene and grooming tasks;
- 3.5.5.13.11. Provide nutrition education and assistance with meal planning, grocery shopping, and food preparation;
- 3.5.5.13.12. Ensure that clients have adequate financial support (help to gain employment and apply for entitlements);
- 3.5.5.13.13. Teach money-management skills (budgeting and paying bills) and assist clients in accessing financial services (e.g., professional financial counseling, emergency loan services, and managing their credit score);
- 3.5.5.13.14. Help clients to access reliable transportation:
- 3.5.5.13.15. Obtain a driver's license, car and car insurance;
- 3.5.5.13.16. Arrange for cabs;
- 3.5.5.13.17. Use of public transportation;
- 3.5.5.13.18. Finding rides, carpool options;
- 3.5.5.13.19. Assist and teach/support clients to have and effectively use a personal primary care physician, dentist, and other medical specialists as required.

3.5.5.14. Social and Community Integration Skills Training

- 3.5.5.14.1. Social and community integration skills training serve to support social/interpersonal relationships and leisure-time skill training;
- 3.5.5.14.2. Supportive individual therapy (e.g., problem solving, role-playing, modeling, and support);
- 3.5.5.14.3. Social-skill teaching and assertiveness training;
- 3.5.5.14.4. Planning, structuring, and prompting of social and leisure-time activities;
- 3.5.5.14.5. Side-by-side support and coaching;
- 3.5.5.14.6. Organizing individual and group social and recreational activities to structure individuals' time, increase their social experiences, and provide them with opportunities to practice social skills, build a social support network and receive feedback and support.

3.5.5.15. Recovery and Treatment Services

- 3.5.5.16. **Substance Use Disorder Treatment Linkage.** If clinically indicated, the HARPS Team may refer the individual to a DBHR-licensed SUD treatment program.

3.5.5.17. Peer Support Services

- 3.5.5.17.1. Validate Participants' experiences and to inform, guide and encourage individuals to take responsibility for and actively participate in their own recovery.
- 3.5.5.17.2. Help individuals identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce individuals' self-imposed stigma.
- 3.5.5.17.3. Peer Support and Wellness Recovery Services include:
 - a. Promote self-determination;
 - b. Model and teach advocating for one's self;
 - c. Encourage and reinforce choice and decision-making;
 - d. Introduction and referral to individual self-help programs and advocacy organizations that promote recovery;
 - e. "Sharing the journey" (a phrase often used to describe individuals' sharing of their recovery experience with

other peers). Utilizing one's personal experiences as information and a teaching tool about recovery;

- f. The Peer Specialist will serve as a consultant to the Treatment team to support a culture of recovery in which each individual's point of view and preferences are recognized, understood, respected and integrated into treatment, rehabilitation, support, vocational and community activities.

3.5.5.18. **Social and Interpersonal Relationships and Leisure Time**

- 3.5.5.18.1. Provide side-by-side support, coaching and encouragement to help clients socialize (going with a client to community activities, including activities offered by consumer-run peer support organizations) and developing natural supports;
- 3.5.5.18.2. Assist clients to plan and carry out leisure time activities on evenings, weekends, and holidays;
- 3.5.5.18.3. Organize and lead individual and group social and recreational activities to help clients structure their time, increase social experiences, and provide opportunities to practice social skills;

3.5.5.19. **Medication.** HARPS Teams will not suggest or provide Medication Prescription, Administration, Monitoring and Documentation.

3.5.5.20. **Collaboration with Treatment Team.**

- 3.5.5.20.1. Establish a peer relationship with each Participant and document services in Behavioral Health Data Storage (BHDS) and Monthly HARPS logs;
- 3.5.5.20.2. HARPS Team Members can provide direct observation, available collateral information from the family and significant others as part of the comprehensive assessment;
- 3.5.5.20.3. In collaboration with the individual, assess, discuss, and document the individual's housing needs and other basic needs to be addressed. Review observations with the individual and Treatment Team.

3.5.5.21. **Critical Incident Management Reporting**

- 3.5.5.21.1. **Incident Categories.** Contractor will submit an individual Critical Incident report for the following incidents that occur:
 - a. **To a service Participant**, and occurred within a contracted behavioral health facility (inpatient psychiatric,

behavioral health agencies), Federally Qualified Health Clinic, or by independent behavioral health provider:

- i. Abuse, neglect, or sexual/financial exploitation;
 - ii. Death; and
 - iii. Severely adverse medical outcome or death occurring within 72 hours of transfer from a contracted behavioral facility to a medical treatment setting.
- b. **By a service Participant**, who is currently receiving services associated with this contract or was served within the last 60 days. Acts allegedly committed, to include:
- i. Homicide or attempted homicide;
 - ii. Arson;
 - iii. Assault or action resulting in serious bodily harm which has the potential to cause prolonged disability or death;
 - iv. Kidnapping;
 - v. Sexual assault.

3.5.5.21.2. Unauthorized leave from a behavioral health facility during an involuntary detention.

3.5.5.21.3. Any event involving a service recipient that has attracted, or is likely to attract media coverage. (Contractor shall include the link to the source of the media, as available).

3.5.5.21.4. Incident Reporting Requirements

- a. The Contractor shall report critical incidents within one Business Day of becoming aware of the incident and shall report incidents that have occurred within the last thirty (30) calendar days. Media related incidents should be reported to HCA as soon as possible, not to exceed one Business Day, regardless of the date of the actual event described in the media;
- b. The Contractor shall enter the initial report, follow-up, and actions taken into HCA Incident Reporting System <https://fortress.wa.gov/hca/ics/>, using the report template within the system;

- c. If the system is unavailable the Contractor shall report Critical Incidents via encrypted email to DPC@hca.wa.gov;
- d. HCA may ask for additional information as required for further research and reporting. The Contractor shall provide information within three (3) Business Days;
- e. Completing the reporting requirements of this section, do not release the contractor from notifying any other needed parties, such as Department of Health, Adult Protective Services, and or Law Enforcement.

3.6. Reports

3.6.1. **Payments** for all reports will be prorated for understaffed teams if position is not filled within three (3) months.

Example: Monthly Report = \$15,000

- If fully staffed means 3 FTEs, and all 3 FTE positions are filled, Contractor will be paid \$15,000.
- If Contractor only has 2 filled FTE positions out of 3, Contractor will be paid \$10,000.
- If Contractor only has 1 filled FTE position out of 3, Contractor will be paid \$5,000.

3.6.2. Subsidy Report

- 3.6.2.1. HCA Contract Manager will provide Contractor with Exhibit A, Subsidy Report template within 10 days of contract execution;
- 3.6.2.2. Contractor will use the HCA-provided template, using tabs for each subsection to report on activities;
- 3.6.2.3. Contractor will provide the report to HCA Contract Manager via Managed File Transfer (MFT) by the 15th of the month following each month of service.

3.6.3. HARPS Quarterly Report

3.6.3.1. Date Ranges

#	Date Range
Quarter 1	July - September
Quarter 2	October – December
Quarter 3	January - March
Quarter 4	April - June

3.6.3.2. **Components.** Contractor will write report in a narrative format, including the following components:

- 3.6.3.2.1. Project activities and results for the date range;
- 3.6.3.2.2. A participant success story (that doesn't including identifying information);
- 3.6.3.2.3. Staff Training attended with (subject and dates);
- 3.6.3.2.4. Other project activities or events, including meetings with local Continuums of Care, State Hospitals, in patient SUD treatment facilities, Coordinated Entry Programs, Peer Bridgers, and Foundational Community Supports;
- 3.6.3.2.5. Description of value/impact of program and barriers experiencing;
- 3.6.3.2.6. Other components as approved by HCA Contract Manager;
- 3.6.3.2.7. Provided to HCA Contract Manager in Word or Adobe pdf format via email to HCA Contract Manager by the 20th of the month following the last month of each quarter.

3.6.4. **Monthly State Psychiatric Hospital Referral Report.** Contractor will write report in a narrative format, including the following components:

- 3.6.4.1. Aggregated number of referrals from Western State Hospital;
- 3.6.4.2. Aggregated number of referrals from Eastern State Hospital;
- 3.6.4.3. Date of each referral;
- 3.6.4.4. Housing status of each Participant as of the date of referral;
- 3.6.4.5. Provide to HCA Contract Manager in Word or Adobe pdf format via email to HCA Contract Manager by the 15th of the month following the last month of each quarter.

3.6.5. **Training Report**

- 3.6.5.1. Confirmation that two (2) FTEs completed the HCA training:
 - 3.6.5.1.1. Sign-in sheet;
 - 3.6.5.1.2. Screen shot of completion;
- 3.6.5.2. Provide to HCA Contract Manager in Word or Adobe pdf format via email to HCA Contract Manager by June 30, 2024.

3.6.6. HARPS Monthly Participant Log

- 3.6.6.1. HCA Contract Manager will provide Contractor with Exhibit B, HARPS Subsidy Log template within 10 days of contract execution;
- 3.6.6.2. Contractor will provide report via Managed File Transfer (MFT), and will notify HCA Contract Manager when it is ready;
- 3.6.6.3. Contractor will use the HCA-provided template;
- 3.6.6.4. Complete information on tab titled "Housing Bridge Subsidy Tracking";
- 3.6.6.5. Complete information on tab titled "Landlord Outreach;"
- 3.6.6.6. Contractor will provide a minimum of five (5) entries each month.

3.6.7. Fidelity Review.

- 3.6.7.1. As part of our collaborative learning process, HCA will facilitate a cross-site Permanent Supportive Housing (PSH) Fidelity Review of another HARPS team;
- 3.6.7.2. **Venue:** The fidelity review will be in-person and/or virtual. Contractor will coordinate schedule with HCA Contract Manager;
- 3.6.7.3. **Frequency.** Once per year;
- 3.6.7.4. **Participants.** One (1) HARPS FTE will attend.

3.6.8. BHDS Data Entry

- 3.6.8.1. HARPS providers will enter new enrolled Participants into BHDS transaction file with the (Program ID = 29);
- 3.6.8.2. Each PSH service should be entered into BHDS with the code H0043.

4. Deliverables Table. Invoices for deliverables included in this table will be approved and routed for payment, upon approval of the HCA Contract Manager contingent on receipt of the report or confirmation referenced in each section.

#	Description	Due Date	Rate	Amount
1	Quarterly Subsidy Payments	HCA will provide: <ul style="list-style-type: none"> • 1st pmt, within 30 days of contract execution • 2nd pmt, by 10/31 • 3rd pmt, by 1/31 • 4th pmt, by 4/30 	\$125,000 per quarter x 4 quarters	\$500,000

#	Description	Due Date	Rate	Amount
2	One time Subsidy Payment SUD	HCA will provide within 30 days of contract execution	\$100,000 per report x 1 report	\$100,000
3	Monthly State Psychiatric Hospital Referral Report.	15 th of the month following each month of service	\$1,500 per report x 12 reports	\$18,000
4	Training Report	6/30/2024	\$20,000 per report x 1 report	\$20,000
5	State Psychiatric Hospital Orientation	6/30/2024	\$20,00 per report x 1 report	\$20,000
6	Monthly HARPS Participant Log	15 th of the month following each month of service	\$15,000 per report x 12 reports	\$180,000
7	Quarterly HARPS Report	20 th of the month following the last month of each quarter	\$7,500 per report x 4 reports	\$30,000
8	Fidelity Review	6/30/2024	\$13,380 per report x 1 report	\$13,380
Total Maximum Compensation for deliverables completed through 6-30-2024				\$881,380

5. Contract Funding Source Breakdown

Description	Source	Amount
Grant Amount Mental Health Block Grant Assistance Listing Number (ALN) 93.958	Federal	\$281,380
Short Term Bridge Subsidy Grant	State	\$500,000
SUD Short Term Bridge Subsidy Amount (ESB 5476 + Maintenance budget)		\$100,000
Total contract funding		\$881,380

ATTACHMENT 2: HARPS QUARTERLY REPORT

Excerpt provided below.

HCA Contract Manager will provide Contractor with report template within 10 days of contract execution.

Agency _____ Completed by _____ Date: _____ Date range: _____
Quarterly report with results of the project activities for the period including a participant success story with a signed media release. Report should include:
1. Please describe procurement, hiring and implementation activities to date:
2. Describe staff development activities for this reporting period (including orientation and training). Please indicate: <ul style="list-style-type: none"> • Date(s)/duration of the training or meeting • Subject of the training or meeting • Discuss value/impact on the pilot project.
3. Discuss any other project activities or events, including meetings with local Continuums of Care, Coordinated Entry Programs, housing, and housing services providers meetings. <ul style="list-style-type: none"> • Date(s)/duration of the training or meeting • Subject of the training or meeting • Discuss value/impact on the pilot project.
4. The number of individuals discharged from the state psychiatric hospitals (WSH and ESH) the HARPS team has enrolled this quarter?
5. The number of individuals discharged from the state psychiatric hospitals (WSH and ESH) the HARPS team has assisted in obtaining housing this quarter?
6. Number of landlord outreach and engagement contacts made by the HARPS Team this quarter?
7. Number of participants referred to DVR?
8. Number of participants referred to IPS Supported Employment Programs?
9. Number outreach activities to potential employers for program participants?
10. Number of enrolled individuals referred to other healthcare providers, including primary care, dental care, eye care?
11. Number of enrolled individuals referred to other community-based supports, such as long-term care services, meals on wheels, chore services, transportation assistance, shopping assistance or companion services?
12. Number of individuals enrolled that required modifications to their home to make it accessible?
13. Number of individuals currently receiving disability benefits?
14. Number of individuals assisted in applying for disability benefits?
15. Number of individuals enrolled that have no monthly income?
16. Number of individuals enrolled that have received a housing voucher?
17. Number of individuals enrolled receiving HEN or ABD?
18. Subsidies spent this quarter? GFS? GFS SUD?
19. Share a success story – do not use PHI

ATTACHMENT 3: HARPS MONTHLY PARTICIPANT LOG

Excerpt provided below.

HCA Contract Manager will provide Contractor with report template within 10 days of contract execution.

HARPS Participant Log					
Last Name	First Name	Client P1 ID	Client's Date of Birth	First Contact with HARPS	Setting the person is discharging from or being diverted from
(Doe)	(John)		(mm/dd/yyyy)	(mm/dd/yyyy)	<i>Please use proper nouns like Western State Hospital - Discharge or ABHS - Diversion</i>

Housing Bridge Subsidy tracking | Landlord Outreach | Data Dictionary | Sheet3 | Ⓞ

ATTACHMENT 4: FEDERAL FISCAL YEAR 2022 – AWARD STANDARD TERMS

As identified in the Federal Subaward Identification attachment/s, this Contract includes funding HCA received through a grant from SAMHSA awarded in Federal Fiscal Year 2022 and HCA intends this Contract to conform with the requirements of the SAMHSA grant. HCA requires Contractor comply with the applicable clauses and requirements of the SAMHSA grant, set forth in this Contract, for contract activities funded by the SAMHSA grant, in addition to the terms and conditions of the Contract.

Name	Language
1 Internal Controls	Certification Statement: By signing this Contract with HCA, Contractor affirms they have proper financial management controls and accounting systems, including personnel policies and procedures, to adequately administer Federal awards Contractor receives through this Contract.
2 Acceptance of the Health and Human Services (HHS) Grants Policy Statement	Contractor agrees its use of Federal funds in this Contract must comply with all terms and conditions of the Contract, including the <u>HHS Grants Policy Statement</u> in effect at the start of the Contract and any amendments to the Contract. The HHS Grants Policy Statement is incorporated by reference, with the same force and effect as if it appeared in full in the Contract. The HHS Grants Policy Statement is available for download at https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
3 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and Subawards	This Contract with HCA is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance – <u>2 Code of Federal Regulations (CFR) § 200</u> as codified by HHS at <u>45 CFR § 75</u> .
4 Future Funding	Federal funding is subject to the availability of Federal funds and satisfactory progress of the project.
5 Non-Supplant	Federal funds must supplement, not replace (supplant) nonfederal funds. Contractor must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. HCA may require Contractor to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the expected receipt of federal funds.
6 Unallowable Costs	Any costs incurred by Contractor prior to the start date of the Contract and/or costs not consistent with the terms and conditions of the Contract, including terms and conditions incorporated by reference, <u>45 CFR § 75</u> , and the <u>HHS Grants Policy Statement</u> , are not allowable under this Contract.
7 Conflicts of Interest Policy	Consistent with <u>45 CFR § 75.112</u> , Contractor must establish and maintain written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in activities supported by this Contract with HCA, from involvement in actual or perceived conflicts of interest. The policies and procedures must: <ul style="list-style-type: none"> A. address conditions under which outside activities, relationships, or financial interest are proper or improper; B. provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official; C. include a process for notification and review by the responsible official of potential

Name	Language
	<p>or actual violations of the standards; and</p> <p>D. specify the nature of penalties that may be imposed for violations.</p>
<p>8 Marijuana Restriction</p>	<p>SAMHSA funds in this Contract may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., <u>45 CFR § 75.300(a)</u> (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).</p>
<p>9 Executive Pay</p>	<p>The Consolidated Appropriations Act, 2022 (Public Law 117-103) applies to this Contract. The Consolidated Appropriations Act, 2022, signed into law on March 15, 2022, restricts the amount of direct salary to no more than the Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.</p>
<p>10 Promotional Items</p>	<p>SAMHSA funds in this Contract may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. See the HHS Policy on the Use of Appropriated Funds for Promotional Items: https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html</p>
<p>11 Prohibition on certain tele-communications and video surveillance services or equipment</p>	<p>As described in <u>2 CFR § 200.216</u>, Contractor is prohibited to obligate or spend SAMHSA funds (to include direct and indirect expenditures as well as cost share and program) to:</p> <ol style="list-style-type: none"> 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ol style="list-style-type: none"> A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). B. Telecommunications or video surveillance services provided by such entities or using such equipment. C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
<p>12 Acknowledgement of Federal Funding in communications</p>	<p>For each publication that results from SAMHSA funded activities in this Contract, Contractor must include an acknowledgment of grant support using one of the following statements:</p> <p>“This publication was made possible by Grant Number B09SM086035</p>

Name	Language
<p>and contracting</p>	<p>from SAMHSA.”</p> <p>“The project described was supported by Grant Number B09SM086035 from SAMHSA”.</p> <p>Contractor also must include a disclaimer stating the following:</p> <p>“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of SAMHSA.”</p> <p>Contractor must use the grant number from the applicable Federal Subaward Identification attachment to this Contract. Contractor should work with the HCA Contract Manager to ensure the statements required by this clause include the correct grant number.</p>
<p>13 Acknowledgement of Federal Funding at Conferences and Meetings</p>	<p>A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance the SAMHSA grant.</p> <p>Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by SAMHSA funds under this Contract, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:</p> <p><i>“Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”</i></p>
<p>14 Rights in Data and Publications</p>	<p>As applicable, Contractor agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in <u>45 CFR § 75.322</u> and the <u>HHS Grants Policy Statement</u>.</p> <p>SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.</p>
<p>15 Mandatory Disclosures</p>	<p>Consistent with <u>45 CFR § 75.113</u>, Contractor must disclose in a timely manner, in writing to the HCA Contract Manager and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Contractor must disclose, in a timely manner, in writing to the HCA Contract Manager, HHS and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a Federal award identified in this Contract with HCA. Disclosures must be sent in writing to HCA according to the Notice requirements of the Contract and to the HHS OIG at the following addresses:</p> <p>U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201</p> <p>Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email: <u>MandatoryGranteeDisclosures@oig.hhs.gov</u></p> <p>Failure to make required disclosures can result in any of the remedies described in <u>45 CFR §</u></p>

Name	Language
	<p><u>75.371</u> – Remedies for noncompliance, including suspension or debarment (see <u>2 CFR §§ 180 & 376</u> and <u>31 U.S.C. 3321</u>).</p>
<p>16 Lobbying Restrictions</p>	<p>Per <u>45 CFR §75.215</u>, Contractor is subject to the restrictions on lobbying as set forth in <u>45 CFR § 93</u>. U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.</p>
<p>17 Drug-Free Workplace</p>	<p>The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. This requirement passes through HCA to the Contractor. The Contractor must comply with drug-free workplace requirements in Subpart B of part 382, which adopts the Governmentwide implementation (<u>2 CFR §182</u>) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; <u>41 U.S.C. 701-707</u>). By signing this Contract with HCA , Contractor agrees they will provide a drug-free workplace and will comply with the requirement to notify HCA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in <u>2 CFR § 182</u>; HHS implementing regulations are set forth in <u>2 CFR § 382.400</u>.</p>
<p>18 Civil Right Laws that prohibit discrimination</p>	<p>Contractor must perform all work under the Contract in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.htm l and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html. Contractor must take reasonable steps to ensure work performed under this Contract provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-</p>

Name	Language
	<p>proficiency/fact-sheet-guidance/index.html and https://www.lep.gov.</p> <p>For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.</p> <p>HHS funded health and education programs must be administered in an environment free of sexual harassment, see https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html.</p> <p>For guidance on performing this Contract in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see https://www.hhs.gov/conscience/conscience-protections/index.html and https://www.hhs.gov/conscience/religious-freedom/index.html.</p>
<p>19 Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175</p>	<p>The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient (HCA) or subrecipient (Contractor) engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient (Contractor), or their employees:</p> <ul style="list-style-type: none"> A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; B. Procure a commercial sex act during the period of time that the award is in effect; or, C. Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at <u>2 CFR § 175.15(b)</u>.
<p>20 Confidentiality of Alcohol and Drug Abuse Patient Records</p>	<p>The regulations (<u>42 CFR § 2</u>) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (<u>42 CFR § 2.11</u>), if the program is federally assisted in any manner (<u>42 CFR § 2.12b</u>). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with <u>42 CFR § 2</u>. Contractor agrees to assure compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.</p>
<p>22 Accessibility Provisions</p>	<p>Contractor must perform all work under this Contract in compliance with Federal civil rights law. This means that Contractor must ensure equal access programs funded by the SAMHSA grant without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring the program/s are accessible to persons with limited English proficiency.</p> <p>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html.</p>

Name	Language
	<p>Contractor also has specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.</p> <p>Please contact the HCA Contract Manager or the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil-rights/index.html or call 1-800-368-1019 or TDD 1-800-537-7697.</p>
<p>23 Federal Legislative Mandates</p>	<p>Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards, including this Contract with HCA. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt.</p>
<p>24 Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs</p>	<p>This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, if Contractor electronically exchanges patient level health information to external entities where national standards exist, Contractor must:</p> <ol style="list-style-type: none"> A. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and B. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the Contract with HCA.
<p>25 Audits</p>	<p>If Contractor expends \$750,000 or more in federal awards during their fiscal year, Contractor must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR § 75.501(a). Guidance on determining Federal awards expended is provided in 45 CFR §75.502.</p> <p>Contractor is responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.</p> <p>For specific questions and information concerning the submission process:</p> <ul style="list-style-type: none"> •Visit the Federal Audit Clearinghouse at https://harvester.census.gov/facweb •Call FAC at the toll-free number: (800) 253-0696

ATTACHMENT 5: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Wanda Johns.
- a. *Source of Funds MHBG: This Contract is being funded partially or in full through Cooperative Contract number B09SM086035, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the federal Assistance Listing Number (ALN) number 93.958 in the amount of \$281,380. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K6917.*
 - b. *Period of Availability of Funds MHBG: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in B09SM086035 unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*
 - c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*
 - d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.*
 - f. *Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.*
 - g. *Unallowable Costs: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.*
 - h. *Supplanting Compliance: SABG: If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section*

96.123(a)(10)).

- i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, County of Kitsap DBA Salish BH ASO. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

- III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.
 - a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted

or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
 3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

- c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

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

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

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.
- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for

the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: <i>Stephanie Lewis</i>	TITLE: <i>Administrator</i>
PLEASE ALSO PRINT OR TYPE NAME: <i>Stephanie Lewis</i>	
ORGANIZATION NAME: (if applicable) <i>Salish Behavioral Health - Administrative Services Organization</i>	DATE: <i>09/06/2023</i>

ATTACHMENT 6: FEDERAL SUBAWARD INFORMATION**K6917**

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM086035
3.	Federal Award Date	06/16/2022
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, assistant director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	County of Kitsap
8.	Subrecipient's Unique Entity Identifier (UEI)	LD6 MNJ 62J QD1
9.	Subaward Project Description	Housing and Recovery through Peer Services (HARPS)
10.	Primary Place of Performance	98366-4676
11.	Subaward Period of Performance	July 1, 2023 – June 30, 2024
12.	Amount of Federal Funds Obligated by this Action	\$281,380
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$281,380
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

YES NO

Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES NO



Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW: Penalty Due: Wage Due:

License Number:

[Download all debarment data](#)

Show per page Showing 0 records

First Previous Next Last

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Show per page Showing 0 records

First Previous Next Last



Home > Exclusions

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.

Exclusions Search Results: Entities

No Results were found for

↳ Washington State Health Care Authority

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 7/24/2023 11:32:44 AM EST on OIG LEIE Exclusions database.
Source data updated on 7/10/2023 9:00:00 AM EST

[Return to Search](#)