

CONTRACT AMENDMENT

HCA Contract No.: K6917 Amendment No.: 04

Kitsap County Contract No: KC-372-23-D

THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME County of Kitsap		CONTRACT	OR doing business as (DBA)
CONTRACTOR ADDRESS		CONTRACT	OR CONTRACT MANAGER
614 Division Street MS-7		Name: Jolene Kron	
Port Orchard, WA 98366		Email: jkron@kitsap.gov	
AMENDMENT START DATE	AMENDMENT E	ND DATE	CONTRACT END DATE
July 1, 2025	June 30, 2026		June 30, 2026
Prior Maximum Contract Amount	Amount of Incr	ease	Total Maximum Compensation
\$1,762,760	\$881,380		\$2,644,140

WHEREAS, HCA and Contractor previously entered into Contract K6917 to provide Housing and Recovery through Peer Services (HARPS), and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.4, *Amendments*, for an extension of the Contract, increase in funding, and the addition of Attachment of A-3, *Statement of Work* – 7/1/2025-6/30/2026;

NOW THEREFORE, the parties agree the Contract is amended as follows:

- 1. Section 3, *Special Terms and Conditions*, Section 3.2, *Term*, subsection 3.2.1, is amended to extend the Contract through June 30, 2026, and now reads as follows:
 - 3.2.1 The initial term of the Contract will commence on **July 1**, **2023**, and continue through **June 30**, **2026**, unless terminated sooner as provided herein.
- 2. Section 3, *Special Terms and Conditions*, Section 3.3, *Compensation*, subsection 3.3.1, is amended to increase funding, and now reads as follows:
 - 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed \$2,644,140, 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. Section 3, Special Terms and Conditions, Section 3.8, Incorporation of Documents and Order of Precedence, is amended to incorporate additional documents as follows:
 - 3.8.1 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;
- 3.8.5 General Terms and Conditions;
- 3.8.3 Attachment 7: Data Share Agreement;
- 3.8.6 Attachment 4(s): SAMHSA Award Terms;
- 3.8.7 Attachment 5(s): Federal Compliance, Certifications and Assurances;
- 3.8.8 Attachment 1(s) and Attachment A(s): Statement of Work;
- 3.8.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.
- 4. Attachment A-3: Statement of Work 7/1/2025-6/30/2026, is added to the Contract, attached hereto, and incorporated herein and represents the updated scope of work to continue services provided under the Contract for the additional Contract for the new fiscal year.
- 5. Attachment 4, Federal Fiscal Year 2022 Award Standard Terms, is renamed to Attachment 4A, Federal Fiscal Year 2022, to provide clarification between Attachment 4-A and Attachment 4-B.
- 6. Attachment 4-B, SAMHSA Federal Fiscal Year 2024 Award Standard Terms, is attached hereto and incorporated herein to providing information for the additional funding added through this Amendment.
- 7. Attachment 5, Federal Compliance, Certifications and Assurances, Section I, subsection a and b, are updated to reflect the additional funding added through this Amendment, and now reads as follows:
 - a. Source of Funds MHBG: This Contract is being funded partially or in full through Cooperative Contract number B09SM086035 B09SM089651, B09SM090369, 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, 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, B09S089651, and B09SM090369 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.
- 8. Attachment 6-B, Federal Subaward Identification Form, is attached hereto, and incorporated herein to reflect the additional funding added through this Contract Amendment.
- 9. This Amendment ratifies the parties' earlier agreement. Upon signature of both parties, the Amendment is effective retroactive to July 1, 2025.
- 10. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

11. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Christine Robes	Christine Rolfes Chair	9/22/25
A SIGNATURE	PRINTED NAME AND TITLE Annette Schuffenhauer	DATE SIGNED
Annette Schuffenhauer	Chief Legal Officer	8/25/2025

ATTACHMENT A-3

July 1, 2025-June 30, 2026

1. Purpose

Provide Housing and Recovery through Peer Services (HARPS) services through regional supportive housing projects in Clallam, Jefferson and Kitsap that:

- 1.1. Assist individuals transitioning from institutional settings into Permanent Supportive Housing;
- 1.2. Provide the basis for Supportive Housing Services; and
- 1.3. Provide integration opportunities between State Hospitals, Evaluation and Treatment Centers (E&T), inpatient substance use treatment services, and Behavioral Health Administrative Services Organizations (BH-ASOs).

2. Definitions

- 2.1. Certified Peer Counselor (CPC)/Certified Peer Specialist (CPS) work with individuals and parents of children receiving mental health or Substance Use Disorder (SUD) services. They use their own lived experiences to help their peers find hope and to support their recovery.
- 2.2. **Continuums of Care**—the practice of providing consistent and coordinated health care for a patient over a period of time and across the spectrum of care.
- 2.3. Coordinated Entry (CE) A program that aims to promote processes in the balance of state Continuum of Care that serves and builds power for people disproportionately impacted by homelessness and to ensure homelessness for all households is rare, brief, and one time. CE promotes system-wide coordination for a more effective and strategic response to homelessness.
- 2.4. **Co-occurring Disorder** When a mental illness and Substance Use Disorder are present in an individual's diagnosis.
- 2.5. **Detox Center** A facility that seeks to medically stabilize patients, minimize their withdrawal symptoms, prevent the potentially harmful effects of withdrawal, and help them transition into a substance abuse rehabilitation program or other form of continued care.
- 2.6. Division of Behavioral Health and Recovery (DBHR) an HCA division that integrates state-funded (Medicaid) services for substance use, mental health, and problem gambling. Providing funding, training, and technical assistance to community-based providers for prevention, intervention, treatment, and recovery support services to people in need.
- 2.7. **Evidence Based Practice (EBP)** a decision-making approach that integrates the best available research evidence with clinical expertise and patient values and circumstances.
 - 2.7.1. Even though HARPS will not require high fidelity for the Permanent Supportive Housing (PSH) model, HCA encourages HARPS teams, CPCs, and CPSs to become familiar with the dimensions of EBP PSH.
 - 2.7.2. A link to the SAMHSA PSH toolkit can be found at https://www.samhsa.gov/resource/ebp/permanent-supportive-housing-evidence-based-practices-ebp-kit
- 2.8. **Evaluation and Treatment Center (E&T)** Any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment,

- outpatient care, and timely and appropriate inpatient care to persons with behavioral health needs and who may be under civil commitment.
- 2.9. **Fair Market Rental Housing (FMR)** An estimate of the amount of money that would cover gross rents (rent and utility expenses) on 40% of the rental housing units in an area.
- 2.10. **Fidelity Review** A cross-site learning collaborative approach to fidelity to the model as well as a continuous quality assurance.
- 2.11. **Foundational Community Supports (FCS)** A program offering benefits for supportive housing and supported employment for Apple Health-eligible beneficiaries with complex needs.
- 2.12. Housing and Recovery through Peer Services (HARPS) A program that provides Supportive Housing Services and short-term housing bridge subsidies to at risk individuals. At risk individuals are defined as people who are exiting or at risk of entering, inpatient behavioral healthcare settings and are homeless or at risk of homeless (including couch surfing).
- 2.13. **HARPS Housing Bridge Subsidy(ies)** Short-term, bridge subsidies to assist individuals with costs associated with housing such as application fees, deposits, first/last month's rent, etc.
- 2.14. HARPS Teams Three (3) full time employees (FTE), a Housing Case Manager/Supervisor and two (2) CPCs, with lived experience and who specialize in peer support and Permanent Supportive Housing
- 2.15. **HCA Discharge Analyst** The HCA position responsible for coordinating State Psychiatric Hospital orientation sessions with providers and State Hospitals.
- 2.16. **Housing Case Manager/Supervisor** A Housing Case Manager/Supervisor provides services to adults and at-risk youth who are homeless or otherwise in need by assisting them throughout the process of applying for program assistance and finding a safe and affordable apartment or house.
- 2.17. **Supportive Housing Services** –a combination of affordable housing and supportive services designed to help vulnerable individuals and families use stable housing as a platform for health, recovery, and personal growth.
- 2.18. Participant(s) Individuals receiving services and/or subsidies related to this Contract.
- 2.19. **Peer Bridgers** People, with lived experience, who deliver peer support services to individuals in State Hospitals prior to discharge and after their return to their communities. The Peer Bridger develops a relationship of trust with the Participant.
- 2.20. **Program Data Acquisition, Management, and Storage (PDAMS)** HCA's online portal page where Contractor shall enter information about the Participants they serve. Information reported is included in Attachment 2, HARPS Quarterly Report.
- 2.21. Permanent Supportive Housing (PSH)
 - 2.21.1. PSH is decent, safe, and affordable community-based housing model 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.

- 2.21.2. PSH makes housing affordable to someone on Supplemental Security Income (SSI), either through rental assistance or housing development, by providing sufficient wraparound support to allow people with significant support needs to remain in the housing they have chosen.
- 2.21.3. Dimensions of PSH EBP include:
 - 2.21.3.1. Choice in housing and living arrangements;
 - 2.21.3.2. Functional separation of housing and services;
 - 2.21.3.3. Decent, safe, and affordable housing;
 - 2.21.3.4. Community integration and rights of tenancy;
 - 2.21.3.5. Access to housing and privacy; and
 - 2.21.3.6. Flexible, voluntary, and recovery-focused services.
- 2.22. **Residential Treatment Center** provides intensive, comprehensive assessment and care for individuals dealing with complex mental health and/or addiction issues.
- 2.23. State Hospitals hospitals funded and operated by the government of a state.
- 2.24. **State Psychiatric Hospital** a hospital which is responsible to evaluate and treat state residents with the most complicated mental illnesses. The goal is to stabilize the patient sufficiently so that he or she can return to the community as quickly as possible. While at the State Psychiatric Hospitals, patients live on locked wards.
- 2.25. Substance Abuse and Mental Health Services Administration (SAMHSA) A federal government agency within the Department of Health and Human Services that leads public health efforts to improve the behavioral health of the nation.
- 2.26. **Substance Use Disorder (SUD)** a problematic pattern of substance use that affects your health and quality of life and is treatable.
- 2.27. **Treatment Team(s)** Interdisciplinary teams composed of individuals who work together to meet the physical, medical, psychosocial, emotional, and therapeutic needs of others. They include the person being offered or provided specific services and can include mental health counselors, case managers, doctors, Certified Peer Counselors/Certified Peer Specialists, and others.

3. Work Expectations

- 3.1. Staffing Strategy.
 - 3.1.1. Create a HARPS Team to consist of:
 - 3.1.1.1. 1 FTE, Housing Case Manager/Supervisor; and
 - 3.1.1.2. 2 FTE, Certified Peer Counselors.
 - 3.1.2. Work with HCA Contract Manager to finalize Certified Peer Counselor/Certified Peer Specialist job descriptions which shall include, but are 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 Participants' experiences and to provide empowerment, guidance, and encouragement to Participants to take responsibility for and actively participate in their own recovery;
- 3.1.2.3. Serve as a mentor to Participants 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 Participant 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 Participants to cope with internal and external stresses;
- 3.1.2.6. Coordinate services with other behavioral health and allied providers; and
- 3.1.2.7. Other components, as approved by the HCA Contract Manager.
- 3.1.3. Verify that HARPS team members meet education, experience, and knowledge requirements.
 - 3.1.3.1. Two (2) of the FTEs must be Certified Peer Counselors/Specialists certified by the state or must complete certification within six (6) months of hire;
 - 3.1.3.2. The Certified Peer Counselors/Specialists must have good oral and written communication skills:
 - 3.1.3.3. Team members must have a strong commitment to the rights and the ability of each Participant 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; and
 - 3.1.3.4. It is essential the Certified Peer Counselors/Specialists have the skills and competence to establish supportive trusting relationships with persons living with severe and persistent mental illnesses and/or SUDs and respect for Participants' rights and personal preferences in treatment is essential.
 - 3.1.3.5. Supervisor Requirements.
 - A. Should have supportive housing background and be able to mentor Certified Peer Counselors/Specialists in their role of peer/supportive housing specialist duties;
 - B. If the HARPS supervisor does not have Mental Health Professional (MHP) credentials, then the project needs to demonstrate access to a MHP for clinical supervision; and
 - C. This position should carry a reduced HARPS caseload.

- 3.2. How Contractor shall find Participants.
 - 3.2.1. Contractor will accept referrals from Western State Hospital, Eastern State Hospital, and other inpatient behavioral health care settings; and
 - 3.2.2. Marketing/outreach, as approved by HCA Contract Manager.
- 3.3. Participation in Trainings, Conference Calls, and Program Meetings.
 - 3.3.1. HCA Contract Manager will work with Contractor to identify training dates for the following trainings:
 - 3.3.1.1. Fidelity Review Training
 - A. HCA will provide fidelity reviewers' training on the SAMHSA model Evidence-Based Practice (EBP) of Permanent Supportive Housing (PSH);
 - B. Virtual and recorded options may be made available;
 - Contractor shall send a minimum of two (2) FTEs from the HARPS
 Team to attend the PSH Fidelity Review; and
 - If training is a recorded training, Contractor shall take a screen shot or print completion certification of the course and send to the HCA Contract Manager.
 - 3.3.1.2. PSH Fidelity Review. HCA will include Contractor in the facilitation of a PSH Fidelity Review. Contractor shall send a minimum of one (1) FTE from the HARPS Team to attend and participate in a PSH Fidelity Review of another HARPS Team.
 - 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; and
 - 3.3.3.3. Data entered into PDAMS;
- 3.4. **State Psychiatric Hospital Presentation.** Each HARPS Team will designate two (2) regional HARPS Peers to provide a HARPS presentation at Western State Hospital or Eastern State Hospital at a minimum of once per year.
 - 3.4.1. Contractor shall work with HCA State Hospital Discharge Analyst to schedule and coordinate presentation;
 - 3.4.2. Components of the presentation will include services offered such as assessment, intake, goal setting, peer services, and short-term housing subsidies and housing:
 - 3.4.3. Contractor's invoice for presentation will be approved for payment upon confirmation by the HCA Discharge Analyst; and

3.4.4. Presentations will be for either hospital staff or hospital residents.

3.5. Contractor Provided Services

- 3.5.1. Determine Participant Eligibility
 - 3.5.1.1. Individuals who are experiencing:
 - A. Serious mental illness;
 - B. SUD:
 - C. Co-occurring Disorders; and/or
 - D. Those 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:
 - A. Psychiatric inpatient settings; and/or
 - B. SUD treatment inpatient settings.

3.5.2. Caseload Size

- 3.5.2.1. Caseload must be such that the HARPS teams can manage and have flexibility to be able to provide the intensity of services required for each Participant, according to the medical necessity of each Participant.
- 3.5.2.2. HARPS Housing Specialists must have the capacity to provide multiple contacts per week with Participants 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;
 - A. These multiple contacts may be as frequent as two (2) to three (3) times per day, seven (7) days per week, and depend on Participant's need and a mutually agreed upon plan between the Participant and program staff; and
 - B. Many, if not all, staff must share responsibility for addressing the needs of all Participants 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 three (3) calendar days upon a Participant's discharge from a behavioral healthcare inpatient setting, such as an Evaluation and Treatment Center, Residential Treatment Center, Detox Center, or State Psychiatric Hospital. Responses include:
 - A. Meetings with Participants before discharge to establish housing goals and resources, basic needs, and community integration; and

- B. 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 a Participant when his or her status requires it or if a Participant 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 Participant 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. Certified Peer Counselors/Specialist and Housing Specialist Roles. Each HARPS Participant will be assigned a Certified Peer Counselor/Specialist or Housing Specialist who will assist in locating housing, resources to secure housing, and resources for maintaining housing, as well as the following:
 - A. Offer information regarding options and choices in the types of housing and living arrangements;
 - B. Advocate for the Participant's tenancy needs, rights (including American with Disabilities Act (ADA) accommodations), and preferences to support housing stability; and
 - C. Coordination with community resources, including consumer self-help and advocacy organizations that promote recovery.

3.5.5.3. Assessment and Planning

- A. Assess housing needs, seek out and explain the housing options in the area, and provide resources to obtain housing;
- B. Assist Participants in finding and maintaining 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); and
- C. 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 use).
- D. Participant Housing Plan
 - i. Contractor shall collaborate with each Participant to create an individualized, strengths-based housing plan that includes action steps for when housing related issues occur; and
 - ii. 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, such as:
 - A. Tenant counseling;
 - B. Assisting households to understand leases;
 - C. Securing utilities;
 - D. Making moving arrangements;
 - E. Representative payee services concerning rent and utilities; and
 - F. Mediation and outreach to property owners related to locating or retaining housing.
- 3.5.5.5. Landlord/Property Manager Engagement and Education
 - A. Direct contact with landlords/property managers on behalf of Participants;
 - B. Ongoing support for the Participants and landlords/property managers to resolve any issues that might arise while the Participant is occupying the rental;
 - Recruit and cultivate relationships with landlords and property management agencies, leading to more housing options for HARPS Participants;
 - D. 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/landlord-fund);
 - E. Educate Participants on factors used by landlords to screen out potential tenants; and
 - F. 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.
 - A. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance;
 - B. Referrals to Foundational Community Supports (FCS) supportive housing and supported employment services:

- C. Seeking out and providing assistance applying for long-term housing subsidies:
- D. Affordable Care Act (ACA) activities that are specifically linked to the household's stability plan;
- Activities related to accessing WorkSource employment services;
- F. Referrals to vocational and educational support services such as Division of Vocational Rehabilitation (DVR);
- G. Monitoring and evaluating household progress;
- H. Assuring that households' rights are protected; and
- Applying for government benefits and assistance including using the evidence-based practice SSI/SSDI through Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR).

3.5.5.7. Facilitate Housing Subsidies.

- A. Background. The budget for the HARPS Housing Bridge Subsidy is short-term funding to help reduce barriers and increase access to housing.
- B. Region. HARPS Supportive Housing Services can be localized, but subsidies are to serve the whole region.
- C. HCA will issue quarterly State General Fund payments of \$125,000.00 to Contractor to utilize as short-term bridge subsidies for HARPS eligible individuals.
- D. HCA will issue a one-time State General Fund payment of \$100,000.00 to the Contractor to utilize as short-term bridge subsidy for HARPS SUD only eligible individuals. HARPS SUD short-term bridge subsidy funds are a direct result of 2021 ESB 5476.
- E. Any unspent subsidy funds, minus administrative costs, will be returned to HCA at the end of the state fiscal year, June 30, 2026.
 - Indirect/Administrative Costs. Contractor may use 15% of quarterly payment for administrative expenses which are not reimbursed through any other source. Expenses may include, but are not limited to:
 - a. Staff;
 - Staff expenses relevant to issuing subsidies in a manner consistent with the HARPS Housing Bridge Subsidy Guidelines: and
 - c. Other expenses, as approved by the HCA Contract Manager.
 - ii. Direct and Indirect Cost Breakdown:

a. General Fund Subsidy

Subsidy	Direct Costs (Reimbursable to HCA if unused)	15% Indirect Costs (Kept by Contractor)	Total Subsidy
Quarterly Payment	\$106,250	\$18,750	\$125,000.00
		x 4 quar	terly payments
Total Annual Subsidy	\$425,000	\$75,000	\$500,000.00

b. SUD Subsidy

Subsidy	Direct Costs (Reimbursable to HCA if unused)	15% Indirect Costs (Kept by Contractor)	Total Subsidy
Total Subsidy	\$85,000	\$15,000	\$100,000.00

F. Quarter Date Range

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

- G. Serious Mental Illness. Contractor may provide up to \$500,000.00 in subsidies for individuals with SMI. Contractor shall notify the HCA Contract Manager if quarterly subsidies provided are significantly under or over the estimated figures.
 - i. Contractor shall prioritize quarterly subsidy funds to serve individuals with SMI.
 - ii. Estimated Subsidy per Participant. HARPS Bridge Subsidies are estimated to average at \$3,000 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.

- H. SUD. Contractor may provide up to \$100,000.00 in subsidies for individuals with SUD.
- Subsidy Time Criteria
 - i. HARPS Bridge Subsidies are temporary in nature and should be combined with other funding streams, whenever possible, to leverage resources to assist Participants in obtaining and maintaining a permanent residence.
 - ii. 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.

iii. Participants exiting Detox Centers; 30, 60, and 90-day inpatient SUD treatment facilities; residential treatment facilities; State Hospitals; Evaluation and Treatment Centers; local psychiatric hospitals; and other inpatient behavioral healthcare settings could receive up to 3 months of housing 'bridge' subsidy.

J. Allowable Expenses

- i. 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.
- ii. 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 Certified Peer Counselor/Specialist will assist the Participant to make payment arrangements to pay off the remaining balances.
- Security deposits and utility deposits for a household moving into a new unit.
- iv. 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.
- v. Application fees, background and credit check fees for rental housing.
- vi. Lot rent for Recreational Vehicle (RV) or manufactured home.
- vii. Costs of parking spaces when connected to a unit.
- viii. 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).
- ix. Reasonable storage costs.
- x. Reasonable moving costs such as truck rental and hiring a moving company.
- xi. Hotel/Motel expenses for up to 30 days if unsheltered households are actively engaged in housing search and no other shelter option is available.
- xii. Temporary absences. If a household must be temporarily away from their unit, but is expected to return (e.g., Participant violates conditions of their Department of Corrections supervision and is placed in confinement for 30 days or re-hospitalized), HARPS may pay for the household's rent for up to 60 days. While a household

- is temporarily absent, Participants may continue to receive HARPS services.
- xiii. 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
 - A. Mentoring;
 - B. Teaching self-advocacy;
 - C. Coordination of services;
 - D. Side-by-side individualized support;
 - E. Problem solving; and
 - F. Direct assistance and supervision to help Participants obtain the necessities of daily living including;
 - i. Medical and dental health care;
 - ii. Legal and advocacy services;
 - Accessing financial support such as government benefits and entitlements (SSI, SSDI, veterans' benefits);
 - Accessing housing subsidies (HUD Section 8);
 - v. Money-management services (e.g., payee services, budgeting, managing credit score, financial wellness); and
 - vi. Use of public transportation.
- 3.5.5.9. Hospital Liaison Coordination. The BHASO's hospital liaison must actively coordinate the transition of Participants from behavioral healthcare inpatient treatment center discharges 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 BHASO's crisis system.
 - A. Services must be coordinated with the assigned care coordinator.
 - B. These services include telephone and face-to-face contact.
- 3.5.5.11. Education Services Linkage
 - A. 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.

- B. Services include providing support to apply for schooling and financial aid, enrolling and participating in educational activities, and/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 communitybased job sites.
 - A. Job development and coordination with employers;
 - B. A component of the Participant's recovery (treatment) plan or linkage to supported employment;
 - C. 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;
 - D. Mentoring, problem solving, encouragement and support on and off the job site;
 - E. Provide work-related supportive services;
 - i. Assistance securing necessary clothing and grooming supplies;
 - ii. Wake-up calls; and
 - iii. Assistance with navigating public transportation.
- 3.5.5.13. Daily Living Services. Services to support activities of daily living in community-based settings include:
 - A. Individualized and ongoing assessment;
 - B. Goal setting;
 - C. Skills training/practice;
 - D. Side-by-side assistance, supervision, and support (prompts, assignments, encouragement);
 - E. Role modeling;
 - F. Problem solving;
 - G. Environmental adaptations to assist Participants in gaining and/or using the skills required to access services;
 - H. Direct assistance when necessary to ensure that participants obtain the basic necessities of daily life;
 - Assist and teach/support participant to organize and perform household activities, including house cleaning and laundry;
 - J. Assist and teach/support Participants with personal hygiene and grooming tasks;

- K. Provide nutrition education and assistance with meal planning, grocery shopping, and food preparation;
- L. Ensure that Participants have adequate financial support (help to gain employment and apply for benefits and entitlements);
- M. Teach money-management skills (budgeting and paying bills) and assist Participants in accessing financial services (e.g., professional financial counseling, emergency loan services, and managing their credit score);
- N. Help Participants to access reliable transportation;
- O. Obtain a driver's license, car, and car insurance;
- P. Arrange for cabs;
- Q. Use of public transportation;
- R. Finding rides, carpool options; and
- S. Assist and teach/support Participants 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
 - A. Social and community integration skills training serve to support social/interpersonal relationships and leisure-time skill training;
 - B. Supportive individual therapy (e.g., problem solving, role-playing, modeling, and support);
 - Social-skill teaching and assertiveness training;
 - D. Planning, structuring, and prompting of social and leisure-time activities:
 - E. Side-by-side support and coaching; and
 - F. Organizing individual and group social and recreational activities to structure Participants' 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. SUD Treatment Linkage. If clinically indicated, the HARPS Team may refer the individual to a DBHR-licensed SUD treatment program.
- 3.5.5.17. Certified Peer Counselor/Specialist Support Services
 - A. Validate Participants' experiences and inform, guide and encourage Participants to take responsibility for and actively participate in their own recovery.

- B. Help Participants identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce individuals' self-imposed stigma.
- C. Peer Support and Wellness Recovery Services include:
 - i. Promoting self-determination;
 - ii. Model and teach advocating for one's self;
 - iii. Encourage and reinforce choice and decision-making;
 - iv. Introduction and referral to individual self-help programs and advocacy organizations that promote recovery;
 - v. "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; and
 - vi. The Certified Peer Counselor/Specialist will serve as a consultant to the Treatment Team to support a culture of recovery in which each Participant'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
 - Provide side-by-side support, coaching and encouragement to help Participants socialize (going with a Participant to community activities, including activities offered by consumer-run peer support organizations) and developing natural supports;
 - B. Assist Participants to plan and carry out leisure time activities on evenings, weekends, and holidays; and
 - C. Organize and lead individual and group social and recreational activities to help Participants 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 prescription medication, administration, monitoring, or documentation.
- 3.5.5.20. Collaboration with Treatment Teams.
 - A. When applicable, HARPS Team members establish a peer relationship with each Participant and document services in PDAMS;
 - B. HARPS Team members can provide direct observation, available collateral information from the family and significant others as part of the comprehensive assessment; and
 - C. In collaboration with the Participant, assess, discuss, and document the Participant's housing needs and other basic needs to be addressed. Review observations with the Participant and Treatment Team.

3.5.5.21. Critical Incident Management Reporting

- A. Incident Categories. Contractor will submit an individual Critical Incident Report for the following incidents that occur:
 - i. To a service Participant, occurred within a contracted behavioral health facility (inpatient psychiatric, behavioral health agencies), Federally Qualified Health Clinic, or by independent behavioral health provider:
 - a. Abuse, neglect, or sexual/financial exploitation;
 - b. Death; and
 - Severely adverse medical outcome or death occurring within 72 hours of transfer from a contracted behavioral facility to a medical treatment setting.
 - ii. By a Participant, who is currently receiving services associated with this Contract or was served within the last 60 days. Acts allegedly committed, to include:
 - a. Homicide or attempted homicide;
 - b. Arson;
 - Assault or action resulting in serious bodily harm which has the potential to cause prolonged disability or death;
 - d. Kidnapping; and
 - e. Sexual assault.
- B. Unauthorized leave from a behavioral health facility during an involuntary detention.
- C. Any event involving a Participant that has attracted, or is likely to attract media coverage. (Contractor shall include the link to the source of the media, as available).
- D. Incident Reporting Requirements
 - i. 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 Contract Manager as soon as possible, not to exceed one Business Day, regardless of the date of the actual event described in the media;
 - ii. 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;
 - iii. If the system is unavailable the Contractor shall report Critical Incidents via encrypted email to DPC@hca.wa.gov;

- iv. HCA may ask for additional information as required for further research and reporting. The Contractor shall provide information within three (3) Business Days;
- v. Completing the reporting requirements of this section does 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. Data entry into Program Data Acquisition Management and Storage (PDAMS) will be completed as follows:
 - 3.6.1.1. In accordance with timeliness criteria referenced in Subsection 3.6.4.3;
 - 3.6.1.2. Rates will be prorated for understaffed teams if position is not filled within three (3) months. Example as follows for a \$15,000.00 monthly data submission deliverable rate:
 - A. If fully staffed means 3 FTEs, and all 3 FTE positions are filled, Contractor will be paid \$15,000.00.
 - B. If Contractor only has 2 filled FTE positions out of 3, Contractor will be paid \$10,000.00.
 - C. If Contractor only has 1 filled FTE position out of 3, Contractor will be paid \$5,000.00.

3.6.2. HARPS Quarterly Report

3.6.2.1. Date Ranges in accordance with Subsection 3.5.5.7(F)

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

- 3.6.2.2. Components. Contractor shall write reports in a narrative format and will include the following components:
 - A. Project activities and results for the date range;
 - B. A Participant success story (that doesn't including identifying information);
 - C. Staff training attended with subject and dates;
 - 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;
 - E. Description of value/impact of program and barriers experiencing;

- F. Other components as approved by the HCA Contract Manager; and
- G. Provide report to HCA Contract Manager in Microsoft Word or Adobe pdf format via email by the 20th of the month following the last month of each quarter.

3.6.3. Training Report

- 3.6.3.1. Confirmation that two (2) FTEs completed the HCA PSH Fidelity Review training to be provided to HCA Contract Manager by providing:
 - A. Sign-in sheet.
 - B. Screen shot of completion.
- 3.6.3.2. Provide documentation to HCA Contract Manager in Microsoft Word or Adobe pdf format via email by June 30, 2026.

3.6.4. HARPS Data Entry

- 3.6.4.1. Contractor or their subcontractors are responsible for using HCA's PDAMS web portal to submit data for individuals, including program services, program subsidies, and landlord outreach as noted in Section 4.
 - A. Contractor will complete landlord outreach, with a minimum of five (5) documented contacts per month.
 - B. Data entry will be considered timely when:
 - All services, subsidies, and landlord outreach activities have been entered by the 15th of the month for the previous month of service; and
 - ii. The average cumulative number of days between dates of service and dates of entry into PDAMS is no more than 30 days.

3.6.4.2. PDAMS file transfer submission process

- A. For Contractors who utilize the PDAMS file transfer submission process, contractors must submit data for individuals, including program services, program subsidies and landlord outreach as noted in Section 4, Deliverables Table. Contractor is responsible to have the prior month's data submitted by the 15th of the month following service for all services provided through May 2026, and for the June data, to be submitted by the time the final invoice is submitted.
- B. The Contractor shall comply with HARPS file specification requirements. The HCA Contract Manager will provide the Contractor with the HARPS file specification document within ten (10) days of Contract execution, and will include but not limited to:
 - i. A description of the file contents,
 - ii. Required data fields, and
 - iii. Valid values for data fields.

C. Changes

- The Contractor will implement changes within no more than ninety (90) calendar days from the date of notification by the HCA Contract Manager unless approved by the HCA Contract Manager.
- ii. The HCA Contract Manager will document changes in an updated version of the HARPS File Extract Specification if applicable.
- iii. In the event that shorter timelines for implementation of changes under this Section are required or necessitated by either a court order, agreement resulting from a lawsuit, or legislative action, the HCA Contract Manager will provide written notice of the impending changes and specification for the changes as soon as they are available.
- iv. The Contractor will implement changes required by the timeline established in the court order, legal agreement, or legislative action.

Active Voice: The Contractor submits the data file to PDAMS

- D. The Contractor will submit the data file to PDAMS.
- E. PDAMS will generate an automated error report and a report status message email notification to the Contractor (submitter).
 - If the status of the PDAMS error report is "accepted," then the Contractor's PDAMS obligations are complete for that reporting cycle.
 - ii. If the status of the PDAMS error report is "rejected," the Contractor will review the report to assure that data submitted and rejected due to errors are corrected and resubmitted within thirty (30) calendar days from the date of rejection or at the end of the Contract period of performance.

3.6.5. Fidelity Review.

- 3.6.5.1. As part of our collaborative learning process, HCA will facilitate a cross-site Permanent Supportive Housing (PSH) Fidelity Review of another HARPS Team;
- 3.6.5.2. Venue: The Fidelity Review will be in-person and/or virtual. Contractor shall coordinate and schedule with the HCA Contract Manager;
- 3.6.5.3. Review will occur once every 2 years;
- 3.6.5.4. Participants. One (1) HARPS FTE from another region will participate in the Fidelity Review.

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 of completion referenced for each deliverable.

#	Description	Due Date	Rate	Amount
1	Quarterly Subsidy Payments	HCA will provide: • 1st pmt, within 30 days of contract execution • 2nd pmt, by 10/31 • 3rd pmt, by 1/31 4th pmt, by 4/30	\$125,000.00 per quarter x 4 quarters	\$500,000.00
2	One time Subsidy Payment SUD	HCA will provide within 30 days of contract execution	\$100,000.00 x 1 payment	\$100,000.00
3	Training Report	6/30/2026	\$20,000.00 per report x 1 reports	\$20,000.00
4	HARPS Presentation at State Psychiatric Hospital	6/30/2026	\$20,000.00 per report x 1 report	\$20,000.00
5	Program Data Acquisition Management and Storage (PDAMS)	DOE – May 2026: Due the 15 th of the month following each month of service June 2026: With final invoice	\$16,500.00 per month x 12 months	\$198,000.00
6	Quarterly HARPS Report	20 th of the month following the last month of each quarter	\$7,500.00 per report x 4 reports	\$30,000.00
7	Fidelity Review	6/30/2026	\$13,380.00 per report x 1 report	\$13,380.00
	Total Maximum	Compensation for delive	rables completed through 6-30-2026	\$881,380.00

5. Contract Funding Source Breakdown

Description	Source	Amount
Grant Amount Mental Health Block Grant Assistance Listing Number (ALN) 93.958	Federal	\$281,380.00
Short Term Bridge Subsidy Grant	State	\$500,000.00
SUD Short Term Bridge Subsidy Amount (ESB 5476 + Maintenance budget)		\$100,000.00
Total Funding fo	or Attachment A-3	\$881,380.00

ATTACHMENT 2-1: HARPS QUARTERLY REPORT

Excerpt provided below.

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

	tency Completed by te: Date range:
	parterly report with results of the project activities for the period including a participant success story with a property 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 of staff). Please indicate: • 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. • Date(s)/duration of the training or meeting • Subject of the training or meeting • Discuss value/impact on the pilot project.

ATTACHMENT #4-B Substance Abuse and Mental Health Services Administration (SAMHSA) Federal Fiscal Year 2024 – Award Standard Terms

As identified in the Federal Subaward Identification attachment/s, this Contract includes funds HCA received through a grant from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), awarded in Federal Fiscal Year 2024. HCA and the Contractor intend that this Contract conforms with the requirements of the SAMHSA grant. Contractor agrees to comply with the following pass-through terms and conditions, in addition to the terms and conditions of the Contract, for contract activities funded by the SAMHSA grant awarded in Federal Fiscal Year 2024.

1. Future Spending

As indicated in the Notice of Award, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, satisfactory progress and continued funding is in the best interest of the Federal government.

2. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-federal 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 receipt of expected receipt of federal funds.

3. 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</u> <u>CFR § 75</u>, and the <u>HHS Grants Policy Statement</u>, are not allowable under this Contract.

4. Conflicts of Interest Policy

Consistent with 45 CFR § 75.112, 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:

- 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 or actual violations of the standards; and
- D. specify the nature of penalties that may be imposed for violations.

5. Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations.

Contractor is responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the HHS Grants Policy Statement, available at: https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

6. Marijuana Restriction

SAMHSA grant funds 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).

7. Executive Pay

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328) restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Office of Personnel Management released new salary levels for the Executive Pay Scale and effective January 1, 2024, the salary limitation for Executive Level II is \$221,900. Executive Senior Level (opm.gov)

For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients and subrecipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

8. Promotional Items

SAMHSA grant funds 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.

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

9. Acknowledgement of Federal Funding in communications and contracting

For each publication that results from SAMHSA grant-supported activities, Contractor must include an acknowledgment of grant support using one of the following statements:

"This publication was made possible by Grant Number _	_ from	SAMHSA." '	'The project
described was supported by Grant Number	_ from	SAMHSA."	Contractor
also must include a disclaimer stating the following:			

"Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the SAMHSA."

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.

10. Acknowledgement of Federal Funding at Conferences and Meetings

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 under the SAMHSA grant.

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:

"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."

11. Rights in Data and Publications

As applicable, Contractor agrees 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 45 CFR § 75.322 and the HHS Grants Policy Statement.

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.

12. Mandatory Disclosures

Consistent with 45 CFR § 75.113, 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:

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 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR §75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).

13. Lobbying Restrictions

Per 45 CFR §75.215, Contractor is subject to the restrictions on lobbying as set forth in 45 CFR§ 93.

Lobbying with appropriated moneys, <u>U.S. Code 18 § 1913 (2021)</u>, 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.

14. Drug-Free Workplace

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 (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

Contractor will provide a drug-free workplace and will notify the HCA Contract Manager 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 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.

15. Civil Right Laws that prohibit discrimination

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-individuals/nondiscrimination/index.html.

This includes taking reasonable steps to ensure that your project 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-proficiency/fact-sheet-quidance/index.html and https://www.lep.gov.

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.

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.

For guidance on administering your project 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.

16. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175

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:

- 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 2 CFR § 175.15(b).

17. Confidentiality of Alcohol and Drug Abuse Patient Records

The regulations (42 CFR § 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR § 2.11), if the program is federally assisted in any manner (42 CFR § 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR § 2. Contractor is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

18. Accessibility Provisions

Contractor must perform all work under this Contract in compliance with Federal civil rights law. This means that Contractor must ensure equal access to 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 programs are accessible to persons with limited English proficiency.

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.

Contractor also has specific legal obligations for serving qualified individuals with disabilities. Please see-http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html. Please contact 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.

For further guidance on providing culturally and linguistically appropriate services, Contractor should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

19. Legislative Mandates

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.

20. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs

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:

- 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 grant.

21. Audits

If Contractor expends \$750,000 or more in federal awards during the Contractor's 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. Guidance on determining Federal awards expended is provided in 45 CFR §75.502.

Contractor is responsible for submitting their Single Audit Reports and workbooks (SF-SAC) electronically to the to the Federal Audit Clearinghouse (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.

For specific questions and information concerning the submission process, visit the FAC at https://harvester.census.gov/facweb or call FAC at the toll-free number: (800) 253-0696.

22. Ad Hoc Submissions

Throughout the Contract term, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables (45 CFR § 75.364). Contractor agrees to provide accurate, timely information if requested by HCA to fulfill its requirements. This information may include, but is not limited to, the following:

- A. Payroll;
- B. Purchase orders;
- C. Contract documentation; and
- D. Proof of project implementation.

23. Cancel Year

<u>31 U.S.C. 1552(a)</u> Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

24. Prohibition on certain tele-communications and video surveillance services or equipment

As described in <u>2 CFR § 200.216</u>, Contractor is prohibited to obligate or spend grant funds received through this Contract (to include direct and indirect expenditures as well as cost share and program) to:

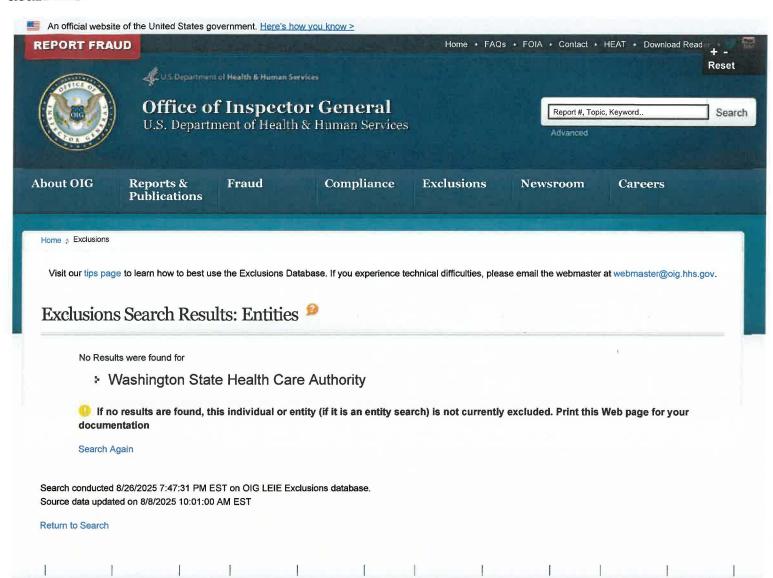
- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, 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).
- D. 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).
- E. Telecommunications or video surveillance services provided by such entities or using such equipment.
- F. 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.

Federal Subaward Identification K6917

1.	Federal Awarding Agency	Health and Human Services, Substance Abuse and Mental Health Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM090369
3.	Federal Award Date	12/06/2024
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	☐ Yes ⊠ No
6.	Contact Information for HCA's Awarding Official	Janet Cornell WA State Health Care Authority Division of Behavioral Health and Recovery janet.cornell@hca.wa.gov 360-725-0859
7.	Subrecipient name (as it appears in SAM.gov)	County of Kitsap
8.	Subrecipient's Unique Entity Identifier (UEI)	LD6MNJ62JQD1
9.	Subaward Project Description	Housing and Recovery through Peer Services (HARPS)
10.	Primary Place of Performance	98366-4676
11.	Subaward Period of Performance	7/1/2025-6/30/2026
12.	Amount of Federal Funds Obligated by this Action	\$281,380.00
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$281,380.00
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (15%)

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.

nee	ed assistance, please contact subrecipientmonitoring@nca.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
2.	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



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