Washington State Health Care Authority	**CONTRACT for** Prevention and Promotion Client Services	HCA Contract Number: K6964

THIS CONTRACT is made by and between the Washington State Health Care Authority (HCA) and Pacific County, (Contractor).

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Pacific County				
CONTRACTOR ADDRESS Street		City	State	Zip Code
1216 Robert Bush Drive		South Bend	WA	98586
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Jessica Verboomen	360-875-9343	jverboomen@co.pacific.wa.us		

Is Contractor a Subrecipient under this Contract?

☒YES ☐NO

HCA PROGRAM	HCA DIVISION/SECTION
Prevention and Promotion Local Services	Division of Behavioral Health and Recovery (DBHR), SUD Prevention and MH Promotion Section
HCA CONTACT NAME AND TITLE Kasey Kates, Supervisor, CPWI Community and School-Based Services	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-2054	HCA CONTACT E-MAIL ADDRESS Kasey.Kates@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
July 1, 2023	June 30, 2025	$930,000.00

PURPOSE OF CONTRACT:

Contractor will provide substance use disorder prevention and mental health promotion services to individuals, families and communities. The services will be provided through individual Task Orders, as funded and agreed to between both parties.

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	DATE SIGNED
HCA SIGNATURE DocuSigned by: Alyson Beck 00C0A02AE65444C...	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE SIGNED 7/7/2023

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Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure substance use disorder prevention and mental health promotion services to individuals, families, and communities.

Client services contracts, such as this Contract, are exempt from the requirement of competitive solicitation (RCW 39.26.125(6)).

HCA has determined that Contractor is qualified and willing to provide the services described in this Contract.

Nothing herein precludes HCA from seeking applicants to provide these services as part of the contracting or procurement process.

THEREFORE, HCA awards to Pacific County this Contract, the terms and conditions of which will govern Contractor's providing to HCA the substance use disorder prevention and mental health promotion services to individuals, families, and communities.

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

The Recitals listed above are incorporated by reference into this Contract.

1. STATEMENT OF WORK (SOW)

The Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in each attached Task Order.

2. DEFINITIONS

"Administrative Costs" or **"Indirect Costs"** means the elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs. Criteria for Administrative/Indirect Costs, Contract-Specific Direct Costs, and Shared Direct Costs are outlined in the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

"Agent" means the Director of the Health Care Authority and/or the Director's delegate authorized in writing to act on behalf of the Director.

"Allowable Cost" means an expenditure which meets the test of the appropriate executive office of the President of the United States' Office of Management and Budget (OMB) circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is**:**

- Necessary and reasonable;
- Allocable;
- Authorized or not prohibited under Washington state or local

laws and regulations;
- Adequately documented.

"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.

"**Awards and Revenues**" or "**A&R**" means the details of the Contractor's Awards and Revenues. The Contractor must budget and bill according to each Award and Revenues.

"Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) documents" or "**A&R/FSI document**" means the document that is issued after execution of the Contract and is fully incorporated by reference. that identifies the most current: sources of funds available; amount available for expenditure by Task Order; and federal subaward identification of funding by source. The A&R/FSI identify funding assigned to each Task Order up to the total maximum consideration.

"Breach" means the unauthorized acquisition, access, use, or disclosure of confidential information that compromises the security, confidentiality, or integrity of the confidential information.

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

"Certified Prevention Professional" or **"CPP**" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, http://www.pscbw.com.

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

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

"**Coalition**" means a formal arrangement for cooperation and collaboration between groups or sectors of a community. Each participant in the Coalition retains their identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community.

"**Community**" means an approved geographic area within school district boundaries, or within High School Attendance Areas (HSAA) and their feeder schools.

"**Community-Based Organization**" or "**CBO**" means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community, or of significant segments of a community, and that provides educational or related services to individuals in the community. This includes faith-based and religious organizations.

"Community Prevention and Wellness Initiative" or **"CPWI"** means the HCA substance use disorder prevention delivery system that focuses prevention services in high-need and risk from alcohol, tobacco, marijuana, opioids, and other substances in Washington State as selected and approved by HCA.

"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 includes, but is not limited to, 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.

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

"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 Pacific County 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.

"The Center for Substance Abuse Prevention" or "**CSAP" -** means the unit within the federal Substance Abuse and Mental Health Services Administration (SAMHSA), which works with federal, state, public, and private organizations to develop comprehensive prevention systems. CSAP has developed and recognized the six prevention strategy categories listed below.

CSAP Categories:

- Alternative Activities: Activities that involve participation by targeted groups/individuals that purposefully exclude alcohol and other substances by way of providing pro-social and healthy alternatives.
- Community-Based Process: Providing an organized forum to enhance prevention activities by forming a group. The group organizes, plans, and implements prevention activities through this format.
- Education: Activities to provide education to identified group/individuals aimed at teaching decision - making skills, refusal skills, parental management skills, social skill development etc. Education activities involve two-way communication and involve an educator teaching participants.
- Environmental: Establish or change Community attitudes, norms, and policies that can influence substance use occurrence within the Community.
- Information Dissemination: Provide information about drug use, misuse, and abuse, and the effects of substance use on individuals. Provide information on prevention related programs and resources available.
- Problem Identification and Referral: Identify individuals with misuse/abuse of

substances in order to provide interventions that can deter those individuals of continued misuse through education and motivation strategies.

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract. For Attachment 4, Data Sharing Terms, Data specifically refers to the information that is disclosed or exchanged as described in the Attachment.

"Data Breach" means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule, which compromises the security or privacy of Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. § 164.402.

"**DBHR**" means the "**Division of Behavioral Health and Recovery**," a division of HCA, or its successors.

"**DEA**" means the federal Drug Enforcement Agency.

"Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

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

"Division of Behavioral Health and Recovery" (DBHR) - The division within the Health Care Authority that provides program support for behavioral health services, including substance use disorder prevention and treatment, mental health promotion and treatment, and recovery support services.

"Diagnostic and Statistical Manual of Mental Disorders" or **"DSM-5"** means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, which is the 2013 update to the Diagnostic and Statistical Manual of Mental Disorders, the taxonomic and diagnostic tool published by the American Psychiatric Association.

"**Debarment**" means an action taken by a federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

"**Dedicated Cannabis Account"** or **"DCA"** means revenue generated by taxation of retail cannabis as a result of the implementation RCW 69.50.540; State Funds.

"Direct Service Programs" means services that are provided to an individual or group using and in-person program delivery method.

"Educational Service District" or **"ESD"** means the regional agency established by RCW 28A.310.010 to (1) provide cooperative and informational services to local school districts; (2) assist the superintendent of public instruction and the state board of education in the performance of their respective statutory or constitutional duties; and (3) provide services to school districts and to the Washington state center for childhood deafness and hearing loss and the school for the blind to assure equal educational opportunities.

"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 in this Contract; or, if not so specified, the date of the last signature of a party to this Contract. For the purposes of this contract, effective date is same as Contract Start Date listed on the Contract face page.

"**Evidence-Based Program**" or "**EBP**" means a program that has been tested in heterogeneous or intended populations that can be implemented with a set of procedures to all successful replication in Washington. An EBP has showed favorable effects and no harmful effects in one or more evaluation studies including at least one rigorous randomized controlled trial or two rigorous quasi-experimental evaluation studies. This is determined through a secondary review of evidence-based program registry ratings and/or a review of program evaluation literature.

"Fidelity" means the degree of exactness with which something is copied or reproduced.

"General Fund State" or **"GFS"** or **"SFG"** means the funds from the Washington state general funds. Also known as: State Funds.

"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.

"**Health Equity**" means when every person has the opportunity to attain their full health potential, and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances, and that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care. Health Equity is a core value of HCA.

"**Health Disparities**" means a particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA

inlcudes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

"Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"**Innovative Program**" means a program that does not fall into the other categories of Evidence-based, Research-based, or Promising.

"The Institute of Medicine Model categories" or **"IOM categories"**. The Institute of Medicine classification by population to the differing objectives of various interventions and matches the objectives to the needs of the target population. The IOM identifies these categories based on the level of risk, see below.
IOM Classifications:

- Universal-Indirect: Targets the general population and are not directed at a specific risk group.
- Universal-Direct: Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk.
- Selective: Targets those at higher-than-average risk for substance abuse; individuals are identified by the magnitude and nature of risk factors for substance abuse to which they are exposed.
- Indicated: Targets those already using or engaged in other high-risk behaviors to prevent heavy or chronic use.

"Limited Data Set(s)" means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

"**Media Materials and Publications**" means:

- News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
- Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
- Earned Media: Published news stories (print, broadcast or online) resulting from Contractor's Agreements with reporters;
- Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
- Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.

- Other Media Material and Publications: Other print and video materials that are created under this Contract.

"Mental Health" means a person's condition with regard to their psychological and emotional well-being.

"Mental Health Promotion Projects" or **"MHPP"** means a program or strategy with the overall goal of maximizing mental health and well-being among populations and individuals.

"Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

"Opioid Abatement Settlement Account" or **"OASA" (**this and any variations of) means State funding provided by the accounts created from the state settlement(s) with companies found to have played key roles in fueling the opioid epidemic. This is categorized as State Funds.

"OMB" means the Office of Management and Budget of the executive office of the President of the United States.

"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.

"**Partnerships for Success**" **or "PFS",** means the federal Substance Abuse and Mental Health Services Administration (SMHSAA) Grant 2013 and 2018, CFDA number 93.243; Federal Discretionary Funds.

"Permissible Use" means only those uses authorized in this Contract and as specifically defined herein.

"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.

"Prevention Activity Data" means information input to the agreed upon reporting system to record all active prevention services including outcome measures. Reporting systems include the "Substance Abuse Disorder Prevention Mental Health Promotion Online Reporting System" or "Minerva" and the Student Assistance Prevention Intervention Spervices Program (SAPISP) data reporting system or any successor systems established for the same purpose. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into the reporting system by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.

"**Prevention System Manager**" or **"PSM"** means the designee assigned to manage day to day responsibilities associated with this Contract.

"Primary Prevention" means the approach that strategically incorporates programs, policies, and interventions that occur prior to the onset of a substance use disorder that are intended to prevent or reduce risk for developing substance use disorder(s). Includes

universal, selected, and indicated populations. These strategies are directed at individuals not identified to be in need of treatment. Example: Substance use prevention education for young people.

"**Program Income"** means gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

"Promising Program" means a program that shows favorable outcomes based on statistical analyses or a well-established theory of change, can be implemented with a set of procedures to ensure implementation within Washington state's prevention service delivery system, and shows potential for meeting the "evidence-based" or "research-based" criteria. A promising program could include a program that is evidence-based or research-based for outcomes that are related to, but not directly connected to, a particular funding source priority.

"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. § 103. 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/.

"**Regular Annual Schedule"** means consistent, reliable services with a pattern of implementation intervals throughout the year.

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

"Research-Based Program" (or RBP) means a program that has been tested and can be implemented with a set of procedures to ensure successful replication within Washington state's prevention service delivery system. An RBP has showed favorable effects and no harmful effects with a single randomized and/or statistically controlled evaluation, demonstrates sustained desirable outcomes, or where a the weight of the evidence from a

systematic review supports sustained favorable outcomes, similar to the criteria as identified in the term "evidence-based," but does not meet the full criteria for "evidence-based."

"SAMHSA" means the federal Substance Abuse and Mental Health Services Administration.

"Sensitive information" means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.

"State Opioid Response" or "**SOR," "SOR II,"** or **"SOR III"** and any further iterations means the federal Substance Abuse and Mental Health Services Administration (SAMHSA) Grant, CFDA number 93.788; Federal Discretionary Funds.

"Statement of Work" or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under this Contract, including the deliverables and timeline, and is included in the Contract and task orders.

"Student Assistance Prevention Intervention Services Program" or **"SAPISP"** means the school-based prevention and intervention services as part of CPWI as agreed upon between HCA and Contractor.

"Student Assistance Prevention Intervention Services Program (SAPISP) Data Reporting System" or **"wasapisp.com"** means the online reporting system used to enter service data for the SAPISP services, or successor. https://www.wasapisp.com

"**Subaward"** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreements that the pass-through entity considers a contract.

"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.

"Substance Abuse Block Grant" or **"SABG**" or "**Substance Use Prevention Treatment and Recovery Services"** or **"SUPTRS"** means federal Substance Abuse Block Grant and/or Substance Use Prevention Treatment and Recovery Services funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959; Federal Funds.

"Substance Use Disorder" or **"SUD"** means the patterns of symptoms caused by using a substance that an individual continues taking despite its negative effects, as defined further by the diagnostic criteria within the DSM-5.

"Substance Use Disorder Prevention" means the "Interventions that occur prior to the onset of a disorder that are intended to prevent or reduce risk for the disorder."

"Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System" or "**Minerva"** or its successor means the management information system maintained by HCA that collects planning, demographic, and prevention service data.

"Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide" means the Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by HCA, located at https://theathenaforum.org/billing

"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.

"**Successor"** means any entity which, through amalgamation, consolidation, or other legal succession, becomes invested with rights and assumes the burdens of the original contractor.

"Task Order" or "TO" means an agreement between HCA and Contractor containing a detailed statement of work, and any special terms and conditions for the provision of the services under this Contract, entered into pursuant to this.

"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/.

"Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

"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

The Contractor's expected performance under this Contract includes, but is not limited to, the following:

Knowledge of applicable state and federal laws and regulations pertaining to subject of this Contract;

3.1.1 Use of professional judgment;

3.1.2 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.3 Conformance with HCA directions regarding the delivery of the services;

3.1.4 Timely, accurate, and informed communications;

3.1.5 Regular completion and updating of project plans, reports, documentation, and communications;

3.1.6 Attendance at all required and necessary meetings;

3.1.7 Provision of high-quality services; and

3.1.8 Ensure services and activities provided by the Contractor or subcontractors are designed and delivered in a culturally competent manner that addresses health disparities with the goal of achieving health equity. 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, 2025, 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 AND BILLING

3.3.1 Compensation and Source of Funds

A. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $930,000.00, including any and all expenses, in accordance with the Awards and Revenues document.

B. Funding for any additional periods past the initial term are contingent on satisfactory completion of all Contract requirements and continued state and/or federal funding. Contractor may be required to submit an updated Action Plan/Service and Program Staffing and Budget to HCA in order to receive funding for additional terms.

C. Funding that supports this Contract comes from state and/or federal grant funds, HCA, and the Catalog of Federal Domestic Assistance (CFDA) as listed within the FSI table. Any state or federal funds obligated under this

Contract which are not expended according to the timeline on the Awards and Revenues may not be used or carried forward to any other Contract or time period.

D. Subrecipients shall only use federal award funds under this Contract to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3.3.2 Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) Document Incorporated by Reference

A. HCA has identified a maximum level of consideration for this Contract, which may include one or more funding sources. The Parties agree that the administrative burden of amending the Contract when funding sources and/or amounts change (other than the maximum level of consideration) is substantial. The Parties further agree that all Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) documents that are issued after the execution of the Contract are hereby fully incorporated by reference into this Contract.

B. The A&R/FSI document will identify the most current: task order contact, sources of funds available; amount available for expenditure by Task Order; and federal subaward identification of funding by source with the FFATA 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information.

C. The A&R/FSI Documents will identify funding assigned to each Task Order up to the total maximum consideration. The process for exchange and incorporation of these forms must adhere to the process below:

i) HCA will provide to Contractor an updated A&R/FSI Document at least one (1) time per state fiscal year, but may provide updated forms more than one (1) time per state fiscal year.

ii) HCA will send forms via email to the Task Order Contract Manager identified on each A&R/FSI document.

iii) Contractor must acknowledge receipt of updated forms via email within ten (10) business days.

iv) If acknowledgment of receipt of updated forms is not received within ten (10) business days, the HCA Contract Manager will follow up with Contractor until acknowledgement of receipt is received. Contractor's failure to respond with acknowledgement within thirty (30) calendar days may result in loss of funds, unapproved invoices, or delays in payment.

D. Contractor's failure to adhere to the process described above will result in non-incorporation of the A&R/FSI Document in question. In such event, the most recent A&R/FSI Document will remain as the active amount and source of funds supporting the maximum consideration.

3.3.3 HCA reserves the right to reduce the funds awarded in the Contract if the Contractor expenditures are below 60% of expected levels during each fiscal quarter. HCA will review the expenditures quarterly.

3.3.4 Reimbursements

A. HCA shall reimburse the Contractor only for actual incurred and allowable costs for the services identified in this Contract and in accordance with the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

B. Contractor shall not bill and HCA shall not pay for services performed under this Contract, if Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

C. Reimbursement requests will not be approved for payment until Contractor is current with all reporting requirements contained in this Contract.

D. HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

E. Federal Discretionary Grant and State funds may not be carried forward from year to year, based upon their respective fiscal year noted on the Awards and Revenues.

F. Reimbursement will only be made in accordance with Awards and Revenue in effect at the time the services were rendered.

3.3.5 Food Costs.

A. Food costs are generally unallowable during program implementation except within the following parameters:

i) Light refreshment costs for training events and meetings lasting lasting two (2) hours or more in duration are allowable. Contractor will ensure that light refreshment costs do not exceed $3.00 per person, and Contractor will be responsible for all costs over that amount.

i) Meals are not allowable costs with discretionary grant funds.

ii) Meals may be provided for participant with state and block grant funds only if:

a) The training is four (4) hours or more in duration; or

b) The program is a recurring, direct service in the family domain, lasting two (2) hours or more in duration and must be approved in the action plan and budget.

iii) Contractor shall adhere to current state per-diem rates for meals accessible at www.ofm.wa.gov/policy/10.90.htm.

iv) No more than a total of $1,500 may be spent on food or light refreshments per CPWI Site and/or CBO contract per year.

3.3.6 State and federal Funding Requirements

The Contractor shall comply with the following:

A. Comply with all applicable provisions of the Notice of Awards for the discretionary and block grants, and any other federal grants noted on the Awards and Revenues;

B. Comply with RCW 69.50.540 Dedicated Cannabis Account Appropriations;

C. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by CFDA title and number, award number and year, name of the federal agency, and name of the pass-through entity;

D. Maintain internal controls that provide reasonable assurance that the Subrecipient 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;

E. Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug use disorder prevention providers for funding;

F. If Contractor subcontracts with FBOs, Contractor shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:

i) Applicants/recipients for/of services shall be provided with a choice of prevention providers.

ii) The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

iii) The FBO shall report to the Contractor all referrals made to alternative providers.

iv) The FBO shall provide recipients with a notice of their rights.

v) The FBO provides recipients with a summary of services that includes any inherently religious activities. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.

vi) Funds received from the federal block grant must be segregated in a manner consistent with federal regulations.

G. No funds may be expended for religious activities.

3.3.7 Single Source Funding.

A. Contractor shall comply with the Single Source Funding requirements of stating that a Contractor can use only one (1) source of funds at any given time. Contractors are responsible to ensure all subcontractors also comply with single source funding requirements.

B. Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source

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. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All fund sources are to be billed for separately as outlined on the A-19 Invoice Voucher. All invoices and deliverables will be approved by the HCA Contract Manager, or designee, prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 Invoices must be submitted to A-19DBHR@hca.wa.gov with the HCA Contract number in the subject line of the email. The Contractor shall ensure all expenditures for services and activities under the Contract are submitted on the A-19 invoice and have the associated appropriate prevention activity data entry.

A. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices.

B. Contractor must include the contract number in the subject line of the email, followed by the Prevention System Naming Convention and cc the Contract Manager or designee when submitting the invoice. Contractor may bill for cost reimbursement for month of service if appropriate prevention activity data is completed.

C. Invoices shall not be submitted by the Contractor more often than monthly unless otherwise specified.

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

3.4.5 HCA will deny incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

3.4.6 The Contractor must submit invoices for costs due and payable under this contract within forty-five (45) calendar days of the date services were provided or within forty-five (45) calendar days after the Contract expiration date or funding source(s) end date, whichever comes first.

3.4.7 HCA is under no obligation to pay any claims that are submitted forty-six (46) or more calendar days after the funding source(s) end date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.4.8 Any supplemental billings must be received within thirty (30) calendar days of the billing due date to be considered for payment. No supplemental billings will be accepted after forty-five calendar (45) days of a funding source end date.

3.4.9 Payment shall be considered timely if made by HCA within thirty (30) business days after receipt and acceptance by HCA of the properly completed invoices. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

3.4.10 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.

3.4.11 Administrative/indirect costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

A. Administrative/indirect costs are defined in Section 1. Definitions.

B. The Contractor shall use no more than ten percent (10%) of each fund source allocation for administrative/indirect costs.

C. Contractor may bill up to 10% of total costs to admin/indirect by fund source as specified on the A&R however the following also applies:

i) Admin/indirect costs must be billed in proportion to direct expenses. Admin/indirect should be charged using the following formula: Direct costs / (1 - allowed admin/indirect rate) = Total costs; Total costs - Direct costs = Admin/indirect costs.

ii) Administrative/indirect costs are to be reconciled at the end of each fund source time period to ensure adherence.

iii) Contractor may use less than 10% of the Admin/Indirect allocations provided. If the Contractor chooses to use less than 10% for

Admin/Indirect costs, Contractor shall use any funds remaining of the 10% for direct program implementation costs. Contractor shall indicate adjusted percentage budgeted for Admin/Indirect and direct program costs on Action Plan budget/Service and Program Staffing Plan and Budget for HCA review and approval.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 The Contract Manager for each of the parties, named on the Cover Page of this Contract, is responsible for, and will be the contact person for, nonformal communications regarding the performance of this Contract.

A. Management of individual Task Orders is the responsibility of the Contract Managers identified within the A&R/FSI document.

B. Should an issue arise, which cannot be resolved by the Contract Managers identified in the A&R/FSI document, the Contract Managers named on the Cover Page of this Contract may be contacted to assist.

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 Either party must notify the other party within thirty (30) calendar days of the change of Contract Managers. Changes may be provided by email to the other party's Contract Manager.

3.6 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.

3.6.1 In the case of notice to the Contractor:

Lisa Olsen
1216 Robert Bush Drive
South Bend, WA 98586
lolsen@co.pacific.wa.us

3.6.2 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

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

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

3.7 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:

3.7.1 Applicable federal statutes and regulations

3.7.2 The federal statute authorizing the grant program and any other federal statutes directly affecting performance of the award, including the federal Funding Accountability and Transparency Act (FFATA), as applicable)

3.7.3 Federal policy and program requirements

3.7.4 Applicable State of Washington statutes and regulations

3.7.5 State policy and program requirements

3.7.6 Attachment 4, Data Sharing Terms (including the Washington OCIO Security Standard 141.10)

3.7.7 Recitals;

3.7.8 Special Terms and Conditions;

3.7.9 General Terms and Conditions;

3.7.10 Attachment 5: *Federal Compliance, Certifications and Assurances;*

3.7.11 Attachments 1, 2, and 3: Task Orders;

3.7.12 Awards and Revenues and Federal Reporting Subrecipient Tables incorporated by reference;

3.7.13 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.8 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:

3.8.1 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.

3.8.2 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.

3.8.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.8.4 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.

3.8.5 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.

3.8.6 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.

3.8.7 If Contractor is self-insured, the Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

3.9 PROMOTION AND PREVENTION SERVICES REQUIREMENTS

3.9.1 Media Materials

A. HCA must be cited as the funding source in news releases, publications, and advertising messages created with HCA funding. The funding source shall be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.

B. Media materials and publications developed with HCA funds, including messaging specifically directed to youth, shall be submitted to the Contract Manager or designee for approval prior to publication. HCA will respond within five (5) business days.

C. Exceptions: Contractor does not need to submit the following items to Contract Manager or designee:

i) Newsletters and fact sheets.

ii) News coverage resulting from interviews with reporters. This includes online news coverage.

iii) Newspaper editorials or letters to the editor.

iv) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.

v) When a statewide media message is developed by HCA, is localized, and if the only change is the local CBO/coalition information and funding source acknowledgment from CBO, coalition or public health entities.

vi) When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local CBO/coalition information and funding source acknowledgement from CBO, coalition or public health entities.

3.9.2 Secure Prescription Take-Back and Lock Box project.

Contractors who implement a Secure Prescription Take-Back and/or Lock Box project must ensure the following additional requirements:

A. The Secure Prescription Take-Back and/or Lock Box project must align with the community needs assessment and will increase local capacity to address prescription drug misuse and abuse by reducing social availability of prescriptions in the community.

B. Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the Secure Prescription Take-Back and/or Lock Box project as set forth below:

i) Enhance community capacity to practice safe disposal of medications by promoting permanent secure drop box in the location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations.)

ii) Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine take-back drop box.

iii) Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at Environmental Protection Agency (EPA) approved locations may be permitted depending upon source of funds and must be approved by the Contract Manager in advance.

iv) Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.

v) Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).

vi) Utilize publications already available through HCA/DBHR and other websites. (i.e., SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.stopoverdose.org and www.takebackyourmeds.org.

vii) Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.

viii) Prior to purchasing home medication lock boxes or bags Contractor will submit to HCA/DBHR in writing a plan for the purchase and distribution of home medication storage device including the cost and source of the home storage devices, the number of devices to be purchased, a clear plan for distribution, and method for tracking the use of the devices. Contractor must also demonstrate how the distributed home medication devices will be altered (by engraving, indelible ink, or other means) to have no cash value.

ix) Contractor is required to maintain records of pre and post surveys for lock box distribution and record in Minerva upon request from HCA/DBHR.

3.10 BACKGROUND CHECKS

3.10.1 The Contactor must have criminal background check policies and procedures to include but not limited to ensuring background checks are completed per 3.10.2, how results of background checks are reviewed and considered, and procedures for ensuring forms are stored in secure area.

3.10.2 The Contactor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

3.10.3 At the request of HCA, Contractor must provide policies and procedures and verification of completed background checks.

3.11 SERVICES AND ACTIVITIES TO DIVERSE POPULATIONS

3.11.1 Contractor shall ensure all services and activities provided by Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

3.11.2 Contractor shall initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, diverse populations in need of prevention services as identified in their needs assessment.

3.11.3 Contractor shall take the initiative to strengthen working relationships with other agencies serving these populations. Contractor shall require its subcontractors to adhere to these requirements.

3.12 CONTINUING EDUCATION

3.12.1 Contractor shall ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 U.S.C. § 300x-28(b) and 45 C.F.R. § 96.132(b).

3.13 SINGLE SOURCE FUNDING

3.13.1 Contractor must adhere to Single Source Funding, which means Contractor can use only one (1) source of funds at any given time for the same expense. Contractor also must ensure that subcontractors adhere to Single Source Funding.

3.13.2 Each cost reimbursement service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source

3.14 CONTRACTOR MONITORING

HCA will monitor the performance of the Contractor against goals and performance standards as stated in Task Orders 1, 2, and 3 attached to this Contract. Substandard performance as determined by HCA will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by HCA, suspension or termination procedures will be initiated.

3.14.1 Monitoring Activities

The Contractor is required to meet or exceed the monitoring activities, as outlined below. Compliance will be monitored throughout the performance period to assess risk. Concern will be addressed through a Corrective Action Plan (CAP). Monitoring activities may include, but are not limited to:

A. Review of financial and performance reports;

B. Monitoring and documenting the completion of Contract deliverables;

C. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence;

D. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Contract work plan, budget and federal requirements;

E. Observation and documentation of Contract-related activities, such as trainings and events;

F. On-site visits or desk audits to review records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

3.14.2 Remedial Action

HCA may initiate remedial action if HCA determines any of the following situations exists:

A. A problem exists that negatively impacts individuals receiving services under this Contract;

B. The Contractor has failed to perform any of the requirements or services required under this Contract;

C. The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation required under this Contracts;

D. The Contractor has failed to perform any administrative functions required under this Contract, where administrative function is defined as any obligation other than the actual provision of behavioral health services;

E. The Contractor has failed to implement corrective action required by HCA within prescribed timeframes.

3.14.3 Corrective Action Plans

HCA may require the Contractor to develop a Corrective Action Plan (CAP), which must be submitted for approval to HCA within fifteen (15) calendar days of notification unless otherwise specified. CAPs may require modification to any policies or procedures by the Contractor relating to fulfillment of its obligations pursuant to this Contract. HCA, at its sole discretion, may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

A. CAPs must at a minimum include:

i) A brief description of the finding(s), including all relevant information specific to the issue(s);

ii) Specific actions taken and to be taken by the Contractor, including a timetable and a description of the monitoring to be performed.

B. CAPs are subject to approval by HCA. HCA may:

i) Accept the plan as submitted;

ii) Accept the plan with specified modifications;

iii) Request a modified plan;

iv) Reject the plan.

3.14.4 Extension to Deliverables

A. The Contractor must request **prior** written approval from the HCA Contract Manager to waive or extend a due date identified in Task Order 1, 2, or 3 attached to this Contract, once approved, submit those deliverables and the associated costs on the next scheduled reimbursement due date.

B. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements,

and the terms and conditions of the Contract and may increase required monitoring activities.

C. Any request for a waiver or extension of a due date identified in any Task Order will be treated as a request for an Amendment of the Contract. This request must be submitted to the HCA Contract Manager sufficiently in advance of the due date to provide adequate time for HCA to review and consideration and may be granted or denied within HCA's sole discretion.

3.15 SUBCONTRACTING

The Contractor is responsible to ensure that terms and conditions of this contract are met when subcontracting for services. At HCA's request, Contractor shall provide documentation of any or all subcontractor related documentation including but not limited to subcontracts and subcontractor monitoring.

3.15.1 Subcontract Review and Approval

A. The Contractor shall obtain prior approval from HCA before entering into any subcontracting arrangement.

B. In addition, the Contractor shall submit to HCA's Contract Manager at least one of the following for review within thirty (30) business days of the intended start date of the subcontract:

i) Copy of the proposed subcontract;

ii) Copy of the Contractor's standard contract template; or

iii) Certify in writing that the subcontractor meets all requirements under the Contract and that the subcontract contains all required language under the Contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

3.15.2 Subcontract Language

It is the Contractor's sole responsibility to ensure that its subcontractors performing services under this Contract are meeting the requirements below and as otherwise outlined in this Contract when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

A. Subcontractor's identifying information, including UEI number and Zip code +4 of subcontractor.

B. Applicable definitions.

C. Identification of purpose and term of subcontract

D. Federal and state laws as applicable:

   i) This includes, but is not limited to, 45 C.F.R. Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, if applicable to the subcontractor.

E. Subrecipient requirements as applicable.

F. Identification of funding sources and associated funding requirements.

G. Determination of eligible clients.

H. Compensation and billing arrangement in compliance with this Contract and the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide (see definitions for more information).

I. Termination and contract closeout language as applicable to include:

   i) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the county; and

   ii) What actions the Subrecipient will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into Minerva and/or SAPISP data reporting system

J. How service recipients will be informed of their right to a grievance in the case of:

   i) Denial or termination of service; or

   ii) Failure to act upon a request for services with reasonable promptness.

K. Statement of work and/or identification of deliverables and plan for monitoring.

L. Identification of data entry into Minerva and/or SAPISP data reporting system, as applicable.

M. Authorization for Contractor to conduct an inspection of any and all subcontractor facilities where services are performed, including for contract monitoring activities:

   i) Requirement that subcontractors will perform background checks on its employees and independent contractors used to perform the services.

N. FBO requirements, if applicable.

O. Insurance requirements.

P. Debarment and suspension certification.

Q. Protection of confidential Information and restrictions on the providing and sharing of data.

R. Federal compliance, certifications, and assurances as applicable.

S. SAMHSA award terms as applicable; and

T. Identifying unallowable uses of federal funds if applicable.

3.15.3 On-Site Monitoring

The Contractor shall:

A. Conduct a subcontractor review which shall include at least one (1) on-site visit, annually, to each subcontractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract unless otherwise specified.

B. Submit written documentation of each on-site visit within thirty (30) calendar days upon completion to HCA's Contract Manager or designee. A copy of the full report shall be kept on file by the Contractor.

3.15.4 Service Data Monitoring

Contractor shall ensure that Subcontractors have entered services funded under this Contract in Minerva and/or SAPISP data reporting system.

A. Ensure accurate and unduplicated reporting. Contractor may not require Subcontractor to enter duplicate prevention service data that is entered into SAPISP data reporting system.

B. Ensure proper training of staff and designated back-up staff for Minerva and/or SAPISP reporting systems data entry to meet report due dates.

3.15.5 Additional Monitoring Activities

The Contractor shall maintain records of additional monitoring activities in the Contractor's subcontractor file and make them available to HCA upon request including any audit and any independent documentation.

3.16 CONTRACT CLOSEOUT

3.16.1 Upon termination or lapse of this Contract in whole or in part for any reason, including completion of the project, the following provisions may apply:

A. Upon written request by Contractor, HCA may make or arrange for payments to Contractor of allowable reimbursable costs not covered by previous payments.

B. Disposition of program assets (including the return and/or transfer of all unused materials, equipment, unspent cash advances, and program income

balances) to include creating an inventory list of all property purchased or furnished by HCA for use by Contractor during performance of this Contract.

C. Contractor shall submit within thirty (30) calendar days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract, and in addition, will cooperate in a program audit by HCA or its designee as requested; and

D. Closeout of funds will not occur unless all requirements of the Contract's associated state and federal funds are met and all outstanding issues with Contractor have been resolved to the satisfaction of HCA.

3.16.2 Contractor's obligation to HCA shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that Contractor has control of the Contract's associated state and federal funds, including program income.

3.17 FEES/LICENSES

Contractor shall pay for and maintain in a current status any license fees, assessments, permit changes, or similar charges which are necessary for Contract performance. It is the Contractor's sole responsibility to monitor and determine any changes of the enactment of any subsequent regulations for said fees, assessments or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

3.18 ANTITRUST ASSIGNMENT

The Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services obtained under this Contract.

3.19 FRAUD AND ABUSE REQUIREMENTS

3.19.1 The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the HCA Contract Manager. The report shall include the following information:

A. Subject(s) of complaint by name and either provider/subcontractor type or employee position;

B. Source of complaint by name and provider/subcontractor type or employee position;

C. Nature of compliant;

D. Estimate of the amount of funds involved; and

E. Legal and administrative disposition of case.

3.20 HEALTH AND SAFETY

Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact.

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. Contractor shall provide the data at no additional cost to HCA or the recipient. 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

HCA shall not make any advance payment for services furnished by the Contractor pursuant to this Contract.

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 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), and applicable regulations.

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 statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all

letters of intent, 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 or 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 2023 (Engrossed Senate Bill 5187, Sec 919), 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, Subpart F and 45 C.F.R. § 75., Subpart F, 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 2 C.F.R. 200, Subpart F and 45 C.F.R. 75 Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

E. Comply with any future amendments to 2 C.F.R. 200 Subpart F and 45 C.F.R. § 75 Subpart F and any successor or replacement Circular or regulation;

F. Comply with the applicable requirements of 2 C.F.R. 200 Subpart F and 45 C.F.R. 75. Subpart F and any future amendments to 2 C.F.R. 200. Subpart F 1 and 45 C.F.R. 75 Subpart F, 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, Subpart F and 45 C.F.R. 75. Subpart F , 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, Subpart F and 45 C.F.R. 75, Subpart F 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, and Legal and Regulatory Compliance* and all clauses identified in Attachment 4*, Data Sharing Terms,* Subsection 13*, Survival,* 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 ten (10) 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 thirty (30) 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 terminate this Contract by providing fifteen (15) days 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: TASK ORDER #01 – CPWI COMMUNITY

Community Prevention and Wellness Initiative – Community Prevention Services

1. Purpose

The purpose of this Task Order is to implement Community Prevention and Wellness Initiative – Community Prevention Services in order to increase capacity to implement direct and environmental substance use disorder prevention services in high need communities to implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, cannabis, opioids, and/or other drugs.

2. Term

The initial term of this Task Order begins July 1, 2023, and ends June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenues document incorporated by reference.

3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Prevention programs and services include, but are not limited to:

4.1 Coordination of Prevention Services.

Contractor shall ensure:

4.1.1 The provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website https://www.theathenaforum.org/cpwi-community-coalition-guide which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing to include:

A. Hire or identify a minimum of a 0.5 FTE staff member to serve as the qualified Community Coalition Coordinator upon contract execution. Full-time employment (1.0 FTE) for the Community Coalition Coordinator is allowable and strongly recommended in order to meet the scope of the

project. Coalitions may request an exception to this requirement if they can demonstrate quality ongoing coordination and service delivery. Any exceptions to the minimum must be submitted in writing at least thirty (30) days prior to the start of the position and will only be considered if the Contractor and community are in-compliance and able to demonstrate they are achieving the benchmarks as outlined in the CPWI Guide.

i) Ensure Community Coalition Coordinator(s) meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.

ii) Confirm an office space in the designated community for the Community Coalition Coordinator.

iii) Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Contract Manager or designee for review. HCA shall review and respond within five (5) business days.

A. Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).

i) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and

ii) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.

iii) HCA reserves the right to require Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.

4.1.2 Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.

A. Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes, local needs and gaps; leveraged resources, and other locally identified factors that influence service delivery throughout the year.

B. Regular annual schedule and community dissemination plan shall be identified as part of the CPWI Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually in accordance with the timeline in the CPWI Community Coalition Guide.

4.1.3 Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, according to the CPWI Community Coalition Guide or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to the due date, unless

otherwise specified. Updated Action Plan and Budget is due by June 15 of each year that this Contract is active, unless otherwise specified in writing from HCA.

4.1.4 Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor and/or CPWI coalition budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.

4.1.5 Enter approved programs, based on the priorities, goals, and objectives described in the approved Strategic Plan, into Minerva within thirty (30) business days of initial Action Plan approval and any subsequent updates, or as directed by PSM.

4.1.6 Ensure that overall sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the list provided by DBHR at https://theathenaforum.org/EBP. Additionally, Contractors must follow funding specific requirements as outlined below:

A. For cohorts who receive SOR, OASA, and/or DCA funds, use the associated EBP/RBP/PP list at https://theathenaforum.org/EBP and implement at least one (1) evidence/research-based direct service program or strategy from the list.

   i) Once one (1) or more evidence/research based direct service program or strategy is selected, Contractor may select additional promising program(s) from the list or use the funding to support other costs to include training and/or coalition coordinator costs.

B. Coalitions who receive SOR and OASA funding are also required to implement the Starts with One opioid prevention campaign and participate in the National Drug Take Back Days in October and April, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations. https://www.deadiversion.usdoj.gov/drug_disposal/takeback/poc.htm.

4.1.7 Ensure that all of the programs, including any approved innovative programs, supported by HCA meet the Center for Substance Abuse Prevention's CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.

4.1.8 Contractor is encouraged to collaborate and partner with community-based organizations that operate within or serve the CPWI community.

4.1.9 If funding permits Contractor to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least $130,000 per community of DBHR funding budgeted for CPWI implementation, annually) services may be provided at the county or regional level. Services shall reflect work of Contractor staff coordinating, organizing,

building capacity, and providing education and information related to prevention initiatives at the county level with a goal to expand CPWI communities.

4.1.10 If applicable to Contractor, develop plan for services listed above and submit to Contract Manager or designee for review and approval within sixty (60) business days of expected implementation.

4.2 Prevention Training

4.2.1 Required Training in CPWI

Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.

Contractor shall participate in all required training events identified by HCA and listed in the CPWI Community Coalition Guide.

4.2.2 Non-Required Training in CPWI

A. In the absence of trainings identified in the approved strategic plan and Budget/Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Strategic Plan and Budget/Action Plan.

B. Contractor shall ensure any requests for training in addition to the approved training in the Strategic plan and Budget/Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:

i) Coalition building and/or community organization.

ii) Capacity building regarding prevention theory and practice.

iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition’s approved strategic plan and Budget/Action Plan.

iv) Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by Contract Manager or designee upon request.

C. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.

D. Contractor shall bill for training events on an A-19 invoice template per billing code according to the Substance Use Disorder and Mental Health

Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

4.3 Reporting Requirements

4.3.1 Prevention Reporting Requirements

Contractor shall report on all requirements as identified in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System or Minerva. HCA reserves the right to add reporting requirements based on requirements of funding source(s).

4.3.2 Prevention Activity Data Reports

Contractor shall:

A. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.

B. Ensure accurate and unduplicated reporting.

C. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.

D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.

E. The maximum extension request permitted is ten (10) business days.

F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.

G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.

H. Extensions granted due to Minerva technical issues will be excluded from this count.

I. Ensure all required demographic information is provided for individual participant; population reach; aggregate; and mentoring or 1-to-1 services in Minerva.

J. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.

K. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by HCA into Minerva.	Within 30 business days of Strategic Action Plan approval	Minerva
Monthly	Prevention activity data input for all active services including community coalition coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15th of each month for activities from the previous month	Minerva
Quarterly	CPWI Quarterly Reporting.	October 15 January 15 April 15 July 15	Minerva
As requested	GPRA Measures.	As requested	Minerva
As requested	As required by SAMHSA.	As requested	Minerva or as required

4.3.3 Outcome Measures

A. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.

i) Pre/Post test are required for all recurring direct service programs.

ii) The Coalition Assessment Tool is required to be completed by coalition members.

iii) Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.

B. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:

i) Contractor may negotiate with the HCA to reduce multiple administrations of surveys to individual participants. Contractor shall submit for exception in writing to the HCA Contract Manager or designee.

ii) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

4.3.4 Performance Work Statement/Evaluation.

A. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Cohorts/Campaigns with individual participant sessions.

i) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.

ii) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.

iii) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.

B. HCA shall use the following protocol for evaluation:

i) Matched pre-test and post-test pairs will be used in the analysis.

ii) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.

iii) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

iv) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).

C. Different groups, as determined by Cohorts/Campaigns, receiving the same program will be clustered by school district.

i) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.

ii) The results of one (1) provider in a given school district will not impact another provider in the same district.

a) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.

b) Results for groups, as determined by Cohorts/Campaigns, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.

iii) If fewer than half of the participants in a group, as determined by Cohorts/Campaigns within a given school district, report positive change in the intended outcome:

a) Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.

b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by Contractor Manager or designee or their designee.

c) If a second group, as determined by Cohort/Campaigns, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:

i. In cases where there is no active non-compliant program, Contractor shall discontinue implementation of that program within the specified geography.

ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Cohorts/Campaigns, will be allowed to complete the expected number of sessions. No new groups, as determined by Cohorts/Campaigns, will be started.

iii. Following the conclusion of all groups, as determined by Cohorts/Campaigns, completing the program, results will be reviewed for those groups.

d) If the results do not show positive change for each group, as determined by Cohorts/Campaigns, Contractor shall take the following action:

i. In cases where the program is being delivered by a single provider in the specified geography, Contractor shall discontinue implementation of that program in the specified geography.

ii. In cases where the program is being delivered by multiple providers in the specified geography, Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.

iv) A program that resulted in the need for a Performance Improvement Plan and Plan during the former Contract period will not carry that

record forward into the new Contract period. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

ATTACHMENT 2: TASK ORDER #02 – CPWI SCHOOL

Community Prevention and Wellness Initiative - School-Based Services

1. Purpose

The purpose of this Task Order is to implement the Community Prevention and Wellness Initiative - Student Assistance Prevention Intervention Services Program services to support prevention and intervention services in schools within high-need communities in order to prevent and reduce the misuse and abuse of alcohol, tobacco, cannabis, opioids, and/or other drugs.

2. Term

The initial term of this Task Order begins July 1, 2023, and ending June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenue incorporated by reference.

3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Prevention programs and services include, but are not limited to:

4.1 Coordination of Prevention Services.

4.1.1 Contractor shall ensure the provision of SAPISP services in accordance with the Project SUCCESS program and in alignment with the CPWI Community Coalition Guide located on the Athena Forum website https://www.theathenaforum.org/cpwi-community-coalition-guide which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the role of the Educational Service District (ESD) and Student Assistance Professional (SAP) to include:

A. Hire or identify a minimum of one full-time (1.0 FTE) staff member to serve as the qualified Student Assistance professional in each identified CPWI community upon contract execution.

i) Contractor shall notify HCA/DBHR of staff vacancies, transitions and new hires within 5 business days of changes.

ii) Training is provided to new SAPISP staff. Training plan for new SAPISP staff is to be submitted to Contract Manager within 30 days of hire using the SAPISP Training Plan. The SAPISP Training Plan will address at least the following:

a) Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students)

b) If the SAPISP staff is hired during a period where there is no scheduled Project SUCCESS training, the ESD will either deliver the training themselves or arrange for the training to be delivered by a qualified individual.

c) Prevention activities (including Prevention Education series preparation)

d) Confidentiality requirements and practices

e) Intake procedures

f) Screening with the Global Appraisal of Individual Needs Short Screener (GAINS-SS)

g) Group counseling strategies

h) Referral procedures and practices

i) Data collection procedures

j) Pre-post evaluation protocols

k) Record-keeping practices

l) Prevention-best practices – including prevention science and community organizing

m) Establishing the program and relationships in the school.

B. Ensure implementation of Project SUCCESS programming for schools receiving services as part of CPWI. Adaptations to Project SUCCESS shall be agreed upon by HCA and ESD.

i) The ESD must submit the request in writing 30 calendar days before implementation of adaptation.

C. Contractor shall ensure that a regular annual schedule of direct prevention and intervention services are provided to include:

i) Submitting a Service and Program Staffing Plan and Budget using the template mutually agreed upon by HCA and the ESDs by July 5 prior to each school year to include:

a) Location of service and relevant description.

b) School(s) being served.

c) Name of the SAP and known credentials.

d) Anticipate start date of SAP services.

e) Funds source by SAP.

f) A workforce retention plan with strategies and activities to achieve the primary goal of increasing recruitment and retention of SAPs.

g) Identifying the program(s) that each DCA funded SAP is implementing to ensure implementation of a school-based EBP/RBP from the DCA funded program list for any SAP funded by DCA.

h) Confirmation of match. Contractor is responsible to secure and utilize local matching funds from Local School Districts or other organizations in the amount of twenty percent (20%) as required match of the staff salary and benefits costs of each the SAP position, to ensure a minimum of a 1.0 FTE SAP is placed in the middle and/or high school in each identified CPWI community.

ii) Submitting a Service and Program Staffing Plan and Budget using the template mutually agreed upon by HCA and the ESDs by July 5 for the school year starting September of the same year to include:

a) Location of service and relevant description.

b) School(s) being served.

c) Name of the SAP and known credentials.

d) Anticipate start date of SAP services.

e) Funds source by SAP.

f) A workforce retention plan with strategies and activities to achieve the primary goal of increasing recruitment and retention of SAPs.

g) Identifying the program(s) that each DCA funded SAP is implementing to ensure implementation of a school-based EBP/RBP from the DCA funded program list for any SAP funded by DCA.

h) Confirmation of match. Contractor is responsible to secure local matching funds from Local School Districts or organizations in the amount of twenty percent (20%) as required match of the staff salary and benefits costs of each the SAP position, to ensure a minimum of a 1.0 FTE SAP is placed in the middle and/or high school in each identified CPWI community.

iii) Ensure the use of the GAINS-SS to screen and refer students. Screening results will be entered into SAPISP data reporting system.

iv) Contractor will monitor each site receiving SAPISP using a review protocol. Documentation of onsite program monitoring will be submitted to HCA within 30 days of completion of visit.

v) Contractor will host at least one site visit with HCA staff every two years. Additional site visits may be scheduled at the discretion of HCA or the ESD

D. Contractor shall ensure that the Healthy Youth Survey is administered by the school district/high school attendance area of each identified CPWI site.

4.2 Prevention Training

4.2.1 Required Training

A. Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual Contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.

B. Contractor shall participate in all required training events identified by HCA and/or listed in the CPWI Community Coalition Guide including:

i) Learning Community Meetings.

ii) Prevention Provider Meeting in the fall.

iii) Day one of the summer Coalition Leadership Institute.

iv) Monthly Contractor calls.

4.2.2 Non-Required Training in CPWI/SAPISP

A. In the absence of trainings identified within the Statement of Work or approved Service and Program Staffing Plan and Budget, all additional (non- required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives of the specified fund source.

B. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.

C. Contractor shall bill for training events on an A-19 per billing code according to the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide and record training events in the identified reporting system in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

4.3 Reporting Requirements

4.3.1 Prevention Reporting Requirements

Contractor shall report on all required elements in the SAPISP data reporting system. HCA reserves the right to add reporting requirements based on requirements of funding source(s).

4.3.2 Prevention Activity Data Reports

Contractor shall:

A. Ensure that monthly SAPISP activities are reported in the agreed upon reporting system in accordance with the requirements and timelines set forth.

B. Ensure accurate and unduplicated reporting.

C. Ensure proper training of staff and designated staff for back-up data entry to meet report due dates.

D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the Contract Manager via email five (5) business days before the report due date.

E. The maximum extension request permitted is ten (10) business days.

F. Monthly invoices submitted with active data entry extensions will be denied and may be re- submitted by Contractor once data for the month(s) in question is complete.

G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.

H. Extensions granted due to reporting system technical issues will be excluded from this count.

I. Ensure all required demographic information is provided for services provided to individual participants; CSAP and IOM categories, in reporting system.

J. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Monthly	SAPISP Universal, Selective, and Indicated services and related participant information.	15th of each month for activities from the previous month	SAPISP Reporting System

Annually	Performance Work Statement/Evaluation	End of school year before beginning of next school year	SAPISP Reporting System Annual Report
Federal fiscal year	SAPISP Success Story; minimum of one per ESD	45 days after the end of the federal fiscal year	Written report
As requested	As required by SAMHSA.	As requested	As agreed upon or as required

4.3.3 Performance Work Statement/Evaluation

A. A minimum of 60% of the students who participate in the program selected/indicated) must complete both a pre-test and a post-test.

B. A minimum of 85% of the students with a pre-test and post-test who participated in the program must have the following outcomes on each of the following 3 indicators:

i) Overall, how important has this program been to you? Very important or pretty important.

ii) Are you glad you participated in this program? Yes, or YES!

iii) Are you more likely to attend school because of this program? Yes, or does not apply to me.

C. A minimum of 50 students or 15% of the student population at the school(s) (whichever is fewer), served by the SAP within each CPWI community will receive selective/indicated services and the remaining SAP time will be spent on universal prevention activities.

D. At the end of each school year, HCA will review and analyze data with commencement of school-based services to determine that each ESD has successfully met the identified goals as identified in section 4.3.3.A-C.

E. If the ESD does not meet the requirements of the Performance Work Statement, the ESD will be asked to submit to the HCA Contract Manager a Corrective Action Plan (CAP) within 30 days of notification. The plan must identify the problems causing failure to reach the goal and provide a plan for addressing those problems.

i) Once a CAP is required, if at the closure of the following school year, the ESD is still not meeting the requirements of the Performance Work Statement and successfully closed the CAP, HCA may reduce

the coordination funding for ESDs by eight percent (8%) for the next school year.

ii) Once a CAP is closed and the Performance Work Statement is met, full funding will be restored for the next school year. If the ESD fails to meet the requirements, the corrective action/funding reduction process will begin again.

iii) The ESD may submit a request for performance measures to be waived due to extenuating circumstances. Requests must be received as part of the Performance Evaluation process. Request should include related sites and justification for why measure could not be met. HCA will review and if approved, waive the CAP requirements.

4.4 SAPISP Planning for Services

4.4.1 ESD will participate in regularly scheduled meetings with HCA regarding planning to include, but not limited to, the following items for discussion:

A. Contractual expectations and relationship between HCA and ESDs;

B. Reporting requirements and system for reporting;

C. Streamlining and clarification of required project and reporting (fiscal and program) timelines;

D. Clarification and alignment of fiscal terminology and methodologies (i.e., match clarification defining terms “admin” vs “indirect”);

E. Outcome goals including expected numbers served and Performance Work Statement;

F. Focus of SAP services including opportunities for enhancements;

G. Future of workforce enhancement funding tracking and reporting; and

H. SAPISP Training Plan for new hires.

4.4.2 ESD will participate in meetings with HCA regarding planning for SAPISP service as related to efforts necessary to potential for long-term contracting for continued provision of quality student prevention and intervention services within schools.

ATTACHMENT 3: TASK ORDER #03 – CBO

Community Based Organization Services

1. Purpose

The purpose of this Task Order is to provide quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address Substance Use Disorder Prevention and Mental Health Promotion Programs and/or Suicide Prevention. Contractors will implement direct primary prevention programs, environmental and public education strategies to prevent and reduce substance use and/or promote mental wellness and prevent suicide in high need communities.

2. Term

The initial term of this Task Order begins July 1, 2023, and ends June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenue incorporated by reference.

3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Contractor must manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract, utilizing only the funding assigned within each respective fiscal year.

HCA reserves the right to reduce the funds awarded in the Contract if the Contractor does not implement services within 45 calendar days of the services start date in the approved Action Plan.

Prevention programs and services include, but are not limited to:

4.1 Implementation of Prevention Services.

Contractor must implement the approved programs and strategies in accordance with approved Action Plan and as outlined below:

4.1.1 Program implementation must be in alignment with the approved Action Plan and Budget as negotiated between Contractor and HCA. This includes the approved program(s), dates and timelines, scope, dosage, target audience(s), leadership, and responsible parties.

4.1.2 If requested by HCA, submit a revised Action Plan and/or Budget to accommodate federal or state funding requirements within 15 days of executed contact or as needed. Contractor must receive approval of Action Plan prior to implementation and spending.

4.1.3 Funds must only be used to support program costs included in the approved Action Plan. This includes staff for program planning, training, implementation, service data entry, and evaluation.

4.1.4 Programs must be implemented for the target audience for which they were designed, in an ongoing cycle, and within the communities designated in the HCA approved Action Plan.

4.1.5 Ensure only program facilitators which are formally trained or certified as trainers are used for the program(s) selected, if indicated as necessary by the program.

4.1.6 Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing, via email, to the HCA Contract Manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.

4.1.7 All mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring, https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/ .

4.1.8 Participate in monthly check-in phone calls with HCA Contract Manager or designee. Frequency of check-in calls may change if deemed appropriate by HCA and will be based on technical assistance needs and contract compliance.

4.1.9 Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.

4.1.10 Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes; local needs and gaps; leveraged resources; and, other locally identified factors that influence service delivery throughout the year.

4.1.11 Regular annual schedule and community dissemination plan shall be identified as part of the CBO Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually.

A. Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to due date, unless otherwise specified. Updated Action Plan and Budget is due by June 15 of each year that this Contract is active, unless otherwise specified in writing Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.

B. Enter approved programs, based on the priorities, goals and objectives described in the approved Action Plan, into Minerva within thirty (30) business days of Action Plan approval or as directed by PSM.

4.1 Contractors must follow funding specific requirements as outlined below:

4.1.1 SOR Program Requirements:

A. State Opioid Response (SOR) funds shall be used for program and strategy training and implementation.

B. All programs planned and implemented with SOR shall be programs selected from the current DBHR provided youth opioid use prevention and reduction program list as outlined by DBHR and in accordance with approved Action Plan.

C. For SOR grants, ensure sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of “Evidence-based Practice” substance use disorder prevention programs as identified in the list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention’s (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.

D. All contractors are required to:

i) Implement at least one Direct Service Program or Strategy on the Opioid Prevention Direct Service Programs and Strategies list. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.

ii) Participate in the National Drug Take-Back Days (information dissemination strategy) held in April and October each year, or at least twice annually based on local implementation, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations. https://www.deadiversion.usdoj.gov/drug_disposal/takeback/poc.htm.

iii) Implementation of the Starts with One opioid prevention public education campaign (information dissemination strategy). Implementation means to have a recurring cycle (at least once monthly) of media reach, through one or more mediums (social media, ads, radio, billboards, traditional media). Local implementation and/or translations may occur in consultation with HCA/DBHR.

E. Optional programs and strategies that are allowed, assuming requirements above are met:

i) Implementation of opioid prevention environmental strategy/ies. Must be approved by DBHR

ii) Social Norms Campaign (information dissemination strategy): guidance must be followed according to: https://theathenaforum.org/socialnorms. Must be approved by DBHR.

4.1.2 DCA Program Requirements:

A. Dedicated Cannabis Account Funds (DCA) shall be used for program and strategy training and implementation.

B. All programs planned and implemented with DCA shall be programs selected from the current DBHR provided Prevention Program and Strategies for Youth Cannabis Use Prevention list as outlined by DBHR and found at https://www.theathenaforum.org/EBP.

C. All contractors are required to at a minimum:

i) Implement at least one evidence/research-based Direct Service Program or Strategy on the DCA CBO list found https://www.theathenaforum.org/EBP. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.

ii) Once two (2) or more Evidence/Research-Based Programs are selected, Contractor may select one (1) Promising Program.

4.1.3 MHPP Program Requirements:

A. MHPP funds shall be used for program and strategy training and implementation.

B. All programs planned and implemented with MHPP shall be programs selected from the current DBHR provided on the Prevention Program and Strategies for MHP/Suicide prevention list as outlined by DBHR and found at https://www.theathenaforum.org/EBP.

C. All contractors are required to at a minimum:

i) Implement at least one Direct Service Program or Strategy on the MHPP/Suicide prevention list. The program is expected to be implemented on a regular annual schedule over the course of the

grant year, which may mean implementing multiple series or cycles of a program.

ii) A minimum of one(1) Youth Mental Health First Aid (YMHFA) training per year will be provided and must include the following:

a) Must be delivered by certified YMHFA instructors;

b) Must take place in the community identified in the application;

c) Must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health, http://www.thenationalcouncil.org/about/mental-health-first-aid.

d) Up to $5,000 from this award can be used to support implementation of each required YMHFA training in Year 1 and Year 2, not to exceed $5,000 per state fiscal year and for a total of $10,000 over the grant period. Eligible expenses include trainer fees, materials, facility rental and all other expenses associated with the training.

e) These funds can be used to train individuals to participate in YMHFA Training of Trainers.

f) Must be delivered in one of the following formats:

1. One (1) session with eight (8) hours of instruction: or,
2. Two (2) sessions with a total of eight (8) hours of instruction;

g) Contractor must implement, with fidelity, one (1) required YMHFA Trainings per state fiscal year.

h) If Contractor has previously held a contract with HCA for MHPP/Suicide Prevention CBO services and has fully saturated their Community with this training, they may submit a request for an exception to this requirement. This must be approved by the HCA Contract Manager.

iii) Contractor will implement at least one (1) community awareness event per fiscal year, focusing on mental health promotion or suicide prevention, or both.

4.1.4 Opioid Abatement Settlement Account (OASA) Program Requirements:

A. Opioid Abatement Settlement Account (OASA) funds shall be used for program and strategy training and implementation.

B. All programs planned and implemented with OSF shall be programs selected from the current DBHR provided Prevention Program and Strategies for Opioid Use Prevention list as outlined by DBHR and found at

https://www.theathenaforum.org/EBP and in accordance with approved Action Plan.

C. For OASA grants, ensure sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance use disorder prevention programs as identified in the Prevention Program and Strategies for Opioid Use Prevention list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.

D. All contractors are required to:

i) Implement at least one Direct Service Program or Strategy on the Prevention Program and Strategies for Opioid Use Prevention. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.

ii) Participate in the National Drug Take-Back Days (information dissemination strategy) held in April and October each year, or at least twice annually based on local implementation, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations. https://www.deadiversion.usdoj.gov/drug_disposal/takeback/poc.htm.

iii) Implementation of the Starts with One opioid prevention public education campaign (information dissemination strategy). Implementation means to have a recurring cycle (at least once monthly) of media reach, through one or more mediums (social media, ads, radio, billboards, traditional media). Local implementation and/or translations may occur in consultation with HCA/DBHR.

E. Optional programs and strategies that are allowed, assuming requirements above are met:

i) Implementation of opioid prevention environmental strategy/ies. Must be approved by DBHR

ii) Social Norms Campaign (information dissemination strategy): guidance must be followed according to: https://theathenaforum.org/socialnorms. Must be approved by DBHR.

4.2 Prevention Training

4.2.1 Required Training in CBO

A. Contractor shall participate in all required onboarding training events identified by HCA at the start of the contract. To include but not limited to

trainings on fiscal requirements, contract compliance, data reporting and program implementation.

B. Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.

C. Contractor contact shall participate in all required training events identified by HCA and listed in CBO Community Implementation Guide.

4.2.2 Non-Required Training in CBO contracts

A. In the absence of trainings identified in the approved Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Action Plan.

B. Contractor shall ensure any requests for training in addition to the approved training in the Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:

i) Coalition building and/or community organization.

ii) Capacity building regarding prevention theory and practice.

iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the approved Action Plan.

iv) Capacity building in non-CPWI communities to expand CBO efforts and meets overall goals and objectives of CBO grants may be approved by Contract Manager or designee upon request.

C. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.

D. Contractor shall bill for training events on an A-19 invoice template per billing code according to the Substance Use Disorder and Mental Health Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

4.3 Reporting Requirements

Contractor shall report on all requirements as identified in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System

or Minerva. HCA reserves the right to add reporting requirements based on the requirements of funding sources.

4.3.1 Prevention Activity Data Reports

Contractor shall:

A. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.

B. Ensure accurate and unduplicated reporting.

C. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.

D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.

E. The maximum extension request permitted is ten (10) business days.

F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.

G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.

H. Extensions granted due to Minerva technical issues will be excluded from this count.

I. Ensure all required demographic information is provided for individual participant; population reach; aggregate; and mentoring or 1-to-1 services in Minerva.

J. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.

K. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually and as Action Plan revisions	Enter programs listed on approved Action Plan by HCA into Minerva.	Within 30 business days of	Minerva

are approved		Action Plan approval	
Monthly	Prevention activity data input for all active services including coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15th of each month for activities from the previous month	Minerva
As requested	GPRA Measures.	As requested	Minerva or as required
As requested	As required by SAMHSA or HCA/DBHR.	As requested	Minerva or as required

4.3.2 Outcome Measures

A. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.

i) Pre/Post test are required for all recurring direct service programs.

ii) Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.

B. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:

i) Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.

ii) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

4.3.3 Performance Work Statement/Evaluation.

A. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Cohorts/Campaigns with individual participant sessions.

i) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.

ii) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.

iii) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.

B. HCA shall use the following protocol for evaluation:

i) Matched pre-test and post-test pairs will be used in the analysis.

ii) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.

iii) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

iv) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).

C. Different groups, as determined by Cohorts/Campaigns, receiving the same program will be clustered by school district.

i) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.

ii) The results of one (1) provider in a given school district will not impact another provider in the same district.

a) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.

b) Results for groups, as determined by Cohorts/Campaigns, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.

iii) If fewer than half of the participants in a group, as determined by Cohorts/Campaigns, within a given school district, report positive change in the intended outcome:

a) Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.

b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by Contractor Manager or designee or their designee.

c) If a second group, as determined by Cohorts/Campaigns, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:

i. In cases where there is no active non-compliant program, Contractor shall discontinue implementation of that program within the specified geography.

ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Cohorts/Campaigns, will be allowed to complete the expected number of sessions. No new groups, as determined by Cohorts/Campaigns, will be started.

iii. Following the conclusion of all groups, as determined by Cohorts/Campaigns, completing the program, results will be reviewed for those groups.

iv. If the results do not show positive change for each group, as determined by Cohorts/Campaigns, Contractor shall take the following action:

1. In cases where the program is being delivered by a single provider in the specified geography, Contractor shall discontinue implementation of that program in the specified geography.

2. In cases where the program is being delivered by multiple providers in the specified geography, Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.

iv) A program that resulted in the need for a Performance Improvement Plan and Plan during the former Contract period will not carry that record forward into the new Contract period. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

ATTACHMENT 4: DATA SHARING TERMS

1. Description of Data to be Shared / Data Licensing Statements

1.1 Contractors collect various data elements associated with prevention programming and service delivery. The Data will be provided by contractors on a monthly and a quarterly basis and entered into Minerva and/or the SAPSIS reporting systems.

1.2 Data Use Purpose. The data is used by state and local providers for contract management, program monitoring, and to evaluate outcomes.

1.3 Data elements associated with prevention programming including but not limited to:

A. Program and service details such as:

i. Name of program

ii. Program length in time and date

iii. Target service populations

iv. Target age groups

v. Location of activity

vi. Number of participants

vii. Survey instruments used as well as fidelity plan

viii. Indirect and direct hours contributed by program staff and community coalition coordinators

ix. EBP status

x. CSAP strategy and service code

xi. IOM category

xii. Target substance and behavioral health problem

1.4 The Data may be linked with the following: contract management and cost analysis via PowerBI.

2. HCA System Access Requirements and Process

2.1 The Contractor may request access to the Minerva and/or the SAPSIS reporting systems for up to sixty (60) Authorized Users under this Contract.

2.2 The Contractor Contract Manager, identified in Section 2.4 must send the request to the HCA Prevention MIS manager at PrevMIS@hca.wa.gov.

2.3 The Contractor must access the system(s) through the State Governmental Network (SGN), or SecureAccessWashington (SAW), or through another method of secure access approved by HCA in writing.

2.4 Contractor Point of Contact. The Contractor Point of Contact will be the single source of access requests and the person HCA will contact for any follow-up information or to initiate an audit under this Contract. Initial point of contact is the person named as Contract Contact on Face page. Contractor Point of Contact may be changed by written notice to the HCA Prevention MIS manager, email acceptable, with a copy to the HCA Contract Manager and HCA Office of Contracts and Procurements at contracts@hca.wa.gov.

2.5 HCA will grant the appropriate access permissions to Contractor Authorized Users within 30 calendar days from the date of receipt of a complete and accurate request form. HCA will respond within 5 business days of receipt of request form if there is a need for clarification or revisions to any inaccurate or incomplete request form(s).

2.6 HCA does ***not*** allow shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. Contractor must ensure that only Authorized Users access and use the system(s) in this Contract, use only their own User ID and password to access the system(s), and do not allow employees or others who are not authorized to borrow a User ID or password to access any system(s).

2.7 Contractor must notify HCA within 5 business days whenever an Authorized User who has access to the Data is no longer employed by the Receiving Part or whenever an Authorized User's duties change such that the user no longer requires access to the Data.

2.8 Contractor's access to the systems may be continuously tracked and monitored. HCA reserves the right, at any time, to terminate Data access for an individual, conduct audits of system(s) access and use, and to investigate possible violations of this Contract and/or violations of federal and state laws and regulations governing access to PHI.

3. Data Classification

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

The Data that is the subject of this Contract is classified as indicated below:

3.1 ☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

3.2 ☐ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

3.3 ☒ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

A. Personal Information about individuals, regardless of how that information is obtained;

B. Information concerning employee personnel records;

C. Information regarding IT infrastructure and security of computer and telecommunications systems;

3.4 ☐ Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

A. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

B. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data/Limited License

4.1 Subject to the Terms and Conditions of this Contract, HCA hereby grants Contractor a limited license for the access and Permissible Use of Data. This grant of access may not be deemed as providing Contractor with ownership rights to the Data. The Data being shared/accessed is owned and belongs to HCA.

4.2 For Limited Data Sets, Contractor agrees to not attempt to re-identify individuals in the Data shared or attempt to contact said individuals.

4.3 If Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Contractor from making any further disclosure(s) of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. §§ 2.12(c)(5) and 2.65.

4.4 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose and justification of this Contract as set out in the Data Licensing Statement(s). Any analysis, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.

4.5 This Contract does not constitute a release for Contractor to share the Data with any third parties, including Subcontractors, even if for authorized use(s) under this Contract, without the third party release being approved in advance by HCA and identified in the Data Licensing Statement(s).

4.6 Derivative Data Product Review and Release Process.

A. All reports derived from Data shared under this Contract, produced by Contractor that are created with the intention of being published for or shared with external customers (Data Product(s)) must be sent to HCA for review of usability, data sensitivity, data accuracy, completeness, and consistency with HCA standards prior to disclosure. This review will be conducted, and response of suggestions, concerns, approval, or notification of additional review time needed provided to Receiving Party within 10 business days. HCA reserves the right to extend the review period as needed for approval or denial.

B. Small Numbers. Contractor will adhere to HCA Small Numbers Standards, Attachment C. HCA and Contractor may agree to individual Permissible Use exceptions to the Small Numbers Standards, in writing (email acceptable).

4.7 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

4.8 The Receiving Party must comply with the Minimum Necessary Standard, which means that Receiving Party will use the least amount of PHI necessary to accomplish the Purpose of sharing as described in the attached Attachment A(s): Data Licensing Statement(s).

A. Receiving Party must identify:

i. Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and

ii. For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.

B. Receiving Party must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with the attached Data Licensing Statement(s).

5. Data Modification(s)

Any modification to the Purpose, Justification, Description of Data to be Shared/Data Licensing Statement(s), and Permissible Use, is required to be approved through HCA's Data Request Process. Contractor must notify HCA's Contract Manager of any requested changes to the Data elements, use, records linking needs, research needs, and any other changes from this Contract, immediately to start the review process. Approved changes will be documented in an Amendment to the Contract.

6. Security of Data

6.1 Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

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

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

6.2 Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment B and the Washington OCIO Security Standard, 141.10 (https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.)

6.3 Data Disposition and Retention

A. Contractor will dispose of HCA Data in accordance with this section.

B. Upon request by HCA, or at the end of the Contract term, or when no longer needed, Confidential Information/Data must be disposed of as set out in Attachment A, Section 5 Data Disposition, except as required to be maintained for compliance or accounting purposes. Contractor will provide written certification to HCA of disposition using Attachment D, Certification of Destruction/Disposition of Confidential Information.

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality.

The Contractor will not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose, justification, and Permissible Use of this Contract, as set out in the attached Data Licensing Statement(s), except: (a) as provided by law; or (b) with the prior written consent of the person or personal representative of the person who is the subject of the Data.

7.2 Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Attachment D hereto. The

Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

7.3 Penalties for Unauthorized Disclosure of Data

Applicable state laws and federal regulations prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

8. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract it will only be for the Permissible Use authorized by HCA and the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of the Contractor to HCA for any Data Breach in the performance of the Contractor's responsibilities.

9. Audit

At HCA's request or in accordance with OCIO 141.10, the Contractor must respond to audit inquiries.

10. Data Breach Notification and Obligations

10.1 The Data Breach or potential compromise of Data shared under this Contract must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within one (1) business day of discovery.

10.2 If the Data Breach or potential compromise of Data includes PHI, and the Contractor does not have full details, it will report what information it has and provide full details within fifteen (15) Business Days of discovery. To the extent possible, these reports must include the following:

A. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed.

B. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery.

C. A description of the types of PHI involved;

D. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.

E. Any details necessary for a determination of the potential harm to Clients whose PHI is believed to have been used or disclosed and the steps those Clients should take to protect themselves; and

F. Any other information HCA reasonably requests.

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

10.4 If notification must, in the sole judgement of HCA, must be made Contractor will further cooperate and facilitate notification to necessary individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media. At HCA's discretion, Contractor may be required to directly perform notification requirements, or if HCA elects to perform the notifications, Contractor must reimburse HCA for all costs associated with notification(s).

10.5 Contractor is responsible for all costs incurred in connection with a security incident, Data Breach, or potential compromise of Data, including:

A. The reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients.

B. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Data Breach notification laws.

C. Notification and call center services, and other appropriate services (as determined exclusively by HCA) for individuals affected by a security incident or Data Breach, including fraud prevention, credit monitoring, and identify theft assistance; and

D. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

E. Compensation to HCA clients for harms caused to them by any Data Breach or possible Data Breach.

10.6 Any Breach of this section may result in termination of the Contract and the demand for return or disposition, as described in Section 6.3, of all HCA Data.

10.7 Contractor's obligations regarding Data Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Data and for any Data Breach or potential compromise, at any time.

11. HIPAA Compliance

11.1 Contractor must perform all of its duties, activities, and tasks under this Attachment in compliance with HIPAA, and all applicable regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

11.2 Within ten (10) Business Days, Contractor must notify the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov of any complaint, enforcement, or compliance action initiated by the Office for Civil Rights based on an allegation of violation of HIPAA and must inform

HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines, or sanctions imposed against Contractor for violations of HIPAA and for any sanction imposed against its Subcontractors or agents for which it is found liable.

12. Survival Clauses

The terms and conditions contained in this Attachment that by their sense and context are intended to survive the expiration or other termination of this Attachment must survive. Surviving terms include but are not limited to: *Constraints on Use of Data / Limited License, Security of Data, Data Confidentiality and Non-Disclosure, Audit, HIPAA Compliance, and Data Breach Notification and Obligations.*

ATTACHMENT A: DATA SECURITY REQUIREMENTS

1. Definitions

In addition to the definitions set out in the Data Use, Security, and Confidentiality Attachment, the definitions below apply to this Attachment.

1.1 **"Hardened Password"** means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

A. Passwords for external authentication must be a minimum of 10 characters long.

B. Passwords for internal authentication must be a minimum of 8 characters long.

C. Passwords used for system service or service accounts must be a minimum of 20 characters long.

1.2 **"Portable/Removable Media"** means any data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

1.3 **"Portable/Removable Devices"** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers. If used to store Confidential Information, devices should be federal Information Processing Standards (FIPS) Level 2 compliant.

1.4 **"Secured Area"** means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

1.5 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.

1.6 **"Trusted System(s)"** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

1.7 **"Unique User ID"** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Data Transmission

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

2.2 When transmitting HCA's Confidential Information via paper documents, the Contractor must use a Trusted System and must be physically kept in possession of an authorized person.

3. Protection of Data

Contractor agrees to store and protect Confidential Information as described:

3.1 Data at Rest:

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

B. Data stored on Portable/Removable Media or Devices:

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

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

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

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

c. Keeping devices in locked storage when not in use;

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

e. Maintain an inventory of devices; and

f. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

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

4. Data Segregation

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

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

A. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or

B. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or

C. in a database that will contain only HCA Data; or

D. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or

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

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

4.3 Contractor must designate and be able to identify all computing equipment on which they store, process, and maintain HCA Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium devices for purposes of this Contract provided it is installed with end-point encryption.

5. Data Disposition

5.1 Consistent with Chapter 40.14 RCW, Contractor shall erase, destroy, and render unrecoverable all HCA Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the disposition requirement or termination of this Contract, whichever is earlier. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.

5.2 For HCA's Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Data as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

6. Network Security

Contractor's network security must include the following:

6.1 Network firewall provisioning;

6.2 Intrusion detection;

6.3 Quarterly vulnerability assessments; and

6.4 Annual penetration tests.

7. Application Security

Contractor must maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities.

8. Computer Security

Contractor shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Contractor computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

9. Offshoring

9.1 Contractor must maintain all hardcopies containing Confidential Information only from locations in the United States.

9.2 Contractor may not directly or indirectly (including through Subcontractors) transport any Data, hardcopy or electronic, outside the United States unless it has advance written approval from HCA.

ATTACHMENT B: HCA SMALL NUMBERS STANDARD

1. Why do we need a Small Numbers Standard?

It is the Washington State Health Care Authority's (HCA) legal and ethical responsibility to protect the privacy of its clients and members. However, HCA also supports open data and recognizes the ability of information to be used to further HCA's mission and vision. As HCA continues down the path of Data Governance maturity, establishing standards such as this is key in helping HCA analysts and management meet the needs of external data requestors while maintaining the trust of our clients and members and complying with agency, state and federal laws and policies.

Publishing data products that include small numbers creates two concerns. As a reported number gets smaller, the risk of re-identifying an HCA client or member increases. This is especially true when a combination of variables are included in the data product to arrive at the small number (e.g. location, race/ethnicity, age, or other demographic information).

Small numbers can also create questions around statistical relevance. When it comes to publicly posting data products on HCA's internet site, or sharing outside the agency, the need to know the exact value in a cell that is less than 11 must be questioned.

As the agency moves away from traditional, static reports to a dynamic reporting environment (e.g. Tableau visualizations), it is easier for external data consumers to arrive at small numbers. Further, those external consumers have an increasing amount of their own data that could be used to re-identify individuals. As a result, more rigor and a consistent approach needs to be in place to protect the privacy of HCA's clients and members. Until now, some HCA data teams have elected to follow small numbers guidelines established by the Department of Health, which include examples of suppression methods for working with small numbers. HCA is now establishing its own standard, but is planning to work with DOH and other agencies dealing with healthcare data to try and develop a consistent small numbers methodology at a statewide level.

1. Scope

HCA often uses Category 4 data to create summary data products for public consumption. This Standard is intended to define one of the requirements for a summary data product to be considered Category 1. Specifically, it is intended to define the level of suppression that must be applied to an aggregated data product derived from Category 4 data for the data product to qualify as Category 1. Category 1 products are data products that are shared external to the agency, in large part those products that are posted on HCA's Internet website (www.hca.wa.gov). The primary scope of this Standard is for those data products posted publicly (e.g. on the website), or, shared as public information.

The following are examples of when this Standard **does not** apply to data products are:

1.1 Those shared directly with an external entity outside HCA, the Standard suppression of small numbers would not be required. However, you should notify the recipient that the data products contain sensitive information and should not be shared or published.

1.2 Those exchanged under a data share agreement (DSA) that will not be posted or shared outside the Contractor.

1.3 Those created for HCA-only internal use.

This standard does not supersede any federal and state laws and regulation.

2. Approach

In 2017, an impromptu workgroup was formed to tackle the issue of small numbers and determine what the general approach for handling data products that contain them would be. This initial effort was led by the agency's Analytics, Interoperability and Measurement (AIM) team who had an immediate need for guidance in handling and sharing of data products containing small numbers. The result of that work was a set of Interim Small Numbers Guidelines, which required suppression of cells containing values of less than 10. In addition, data products that contain small numbers are considered Category 2 under HCA's Data Classification Guidelines.

In spring 2018, a new cross-divisional and chartered Small Numbers Workgroup was formed to develop a formal agency standard. Representatives from each of the major HCA divisions that produce data and analytic products were selected. The charter, complete with membership, can be found here (available to internal HCA staff only). The Workgroup considered other state agency standards, and national standards and methods when forming this standard. The Workgroup also consulted business users and managers to determine the potential impact of implementing a small numbers suppression standard. All of this information was processed and used to form the HCA Small Numbers Standard.

3. State and National Small Numbers Standards Considered

When developing these standards, HCA reviewed other organizations' small numbers standards at both a state and federal level. At the state level, DOH recently published a revised Small Numbers Standard, which emphasizes the need for suppression for both privacy concerns and statistical relevance. HCA also convened a meeting of other state agencies to discuss their approach and policies (if any) around Small Numbers. Feedback from that convening was also taken into consideration for this Standard as well.

Federal health organizations such as the Centers for Disease Control and Prevention (CDC) and the National Center for Health Statistics (NCHS) also maintain small numbers standards. HCA's federal oversight agency and funding partner, the Centers for Medicare and Medicaid Services (CMS) adopts suppression of any cell with a count of 10 or less.

4. WA Health Care Authority Small Numbers Standard

Any HCA external publication of data products are to be compliant with both HIPAA and Washington State privacy laws. Data products are not to contain small numbers that could allow re-identification of individual beneficiaries. HCA analysts are to adhere to the following requirements when developing Category 1 data products for distribution and publication. Category 1 data is information that can be released to the public. These products do not need protection from unauthorized disclosure but do need integrity and availability protection controls. Additionally, all contractors (state and private) that use HCA's data to produce derivative reports and data products are required to adhere to this standard as well. HCA's Contracts team will ensure that proper contractual references are included to this and all HCA Data Release and Publishing Standards. The requirements discussed herein are not intended for Category 2, Category 3, or Category 4 data products.

5. HCA's Small Number Standard:

5.1 There are no automatic exemptions from this standard.

5.2 Standard applies for all geographical representations, including statewide.

5.3 Exceptions to this standard will be considered on a case-by-case basis. Contractor must contact HCA contract contact to request exception.

5.4 Ensure that no cells with $0 < n < 11$ are reported ($0 < n < 11$ suppressed)

5.5 Apply a marginal threshold of 1 - 10 and cell threshold of 1 - 10 to all tabulations

5.6 (0 < n < 11 suppressed).

5.7 To protect against secondary disclosure, suppress additional cells to ensure the primary suppressed small value cannot be recalculated.

5.8 Suppression of percentages that can be used to recalculate a small number is also required.

5.9 Use aggregation to prevent small numbers but allow reporting of data. Age ranges are a very good example of where aggregation can be used to avoid small numbers but avoid suppressing data (see example below).

6. Small Numbers Examples

6.1 Example (Before Applying Standard)

Client Gender	County	Accountable Community of Health (ACH)	Statewide
Male	6	8	14
Female	11	15	26
TOTAL	17	23	40

6.2 Example (After Applying Standard)

Client Gender	County	ACH	Statewide
Male	---[1]	---	14
Female	11	15	26
TOTAL	---	---	40

[1]In order to protect the privacy of individuals, cells in this data product that contain small numbers from 1 to 10 are not displayed.

The above examples show in order to comply with the standard, analysts must not only suppress directly those cells where n < 11, but also in this case secondary suppression is necessary of the county and ACH totals in order to avoid calculation of those cells that contained small numbers.

6.3 Example (Suppression with no aggregation)

Age Range	County	ACH	Statewide
0-3	5 (would be suppressed)	8 (would be suppressed)	13 (would be suppressed)
4-6	7 (would be suppressed)	18	25 (would be suppressed)

	15	23	38
10-12	24	33	57
TOTAL	51 (would be suppressed)	82 (would be suppressed)	133

6.4 Example (Using aggregation instead of suppression)

Age Range	County	ACH	Statewide
0-6	12	26	38
7-9	15	23	38
10-12	24	33	57
TOTAL	51	82	133

The above examples provide guidance for using aggregation to avoid small number suppression and still provide analytic value to the end user. Aggregation is an excellent method to avoid presenting information with many holes and empty values.

ATTACHMENT C: USER AGREEMENT ON NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(To Be Signed by Each Individual User with Access to Confidential HCA Data)

Your organization has entered into a Data Share Agreement with the state of Washington Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this *User Agreement on Non-Disclosure of Confidential Information.*

Confidential Information

"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 includes, but is not limited to, Protected Health Information and Personal Information. For purposes of the pertinent Data Share Agreement, Confidential Information means the same as "Data."

"Protected Health Information" 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 the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

"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, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 C.F.R. Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R., Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 C.F.R. Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

User Assurance of Confidentiality

In consideration for HCA granting me access to the Confidential Information that is the subject of this Agreement, I agree that I:

1. Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
2. Have an authorized business requirement to access and use the Confidential Information.
3. Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, or any other purpose that is not directly connected with this Agreement.
4. Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
5. Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6. Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
7. Will not make copies of Confidential Information or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
8. Will access, use or disclose only the "Minimum Necessary" Confidential Information required to perform my assigned job duties.
9. Will not distribute, transfer, or otherwise share any software with anyone.
10. Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
11. Understand at any time, HCA may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines.
12. Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

Signature

Print User's Name	User Signature	Date

ATTACHMENT D: CERTIFICATION OF DESTRUCTION/DISPOSAL OF CONFIDENTIAL INFORMATION

(To Be Filled Out and Returned to HCA Contract Manager Upon Termination of Contract)

NAME OF CONTRACTOR:	CONTRACT #:

_____ (Contractor) herby certifies that the data elements listed below or attached, received as a part of the data provided in accordance with DSA have been:

☐ DISPOSED OF/DESTROYED ALL COPIES

You certify that you destroyed, and returned if requested by HCA, all identified confidential information received from HCA, or created, maintained, or received by you on behalf of HCA. You certify that you did not retain any copies of the confidential information received by HCA.

Description of Information Disposed of/ Destroyed:

Date of Destruction and/or Return:

Method(s) of destroying/disposing of Confidential Information:

Disposed of/Destroyed by:

Signature		Date
Printed Name:		
Title:		

ATTACHMENT 5: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

The following terms are applicable as determined by funds sources included in A&R/FSI Document.

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 HCA DBHR Contract Task Order Manager.

a. Source of Funds as identified on the **A&R/FSI document**: In the event this agreement is being funded partially or in full through Cooperative Agreement, the full and complete terms and provisions of which are hereby incorporated into this Contract. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K6964**.

b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **A&R/FSI document** 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:* A sub-awardee (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, Subpart F and 45 CFR 75, Subpart F. A sub-awardee 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. Subpart F and 45 CFR 75. Subpart F.

d. *Modifications:* This agreement 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 agreement.

iii. Change in a key person specified in the agreement.

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 agreement.

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 sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement 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 agreement 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 sub-awardee under this agreement may not be used by the sub-awardee 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 sub-awardees' 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 agreement.

h. Supplanting Compliance: Federal Grants will not be used to supplant state funding of substance use disorder prevention and treatment programs. (45 CFR § 96.123(a)(10)).

i. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

j. *Federal Compliance:* The sub-awardee shall comply with all applicable state and federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.

k. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor 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
Federal Grants and Budget Specialist Health Care Policy
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 **Pacific County**. 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, Subpart F and 45 CFR 75. Subpart F		
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) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. 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:

I. 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 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 titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" 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.

2. 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:

I. 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:

   a. The dangers of drug abuse in the workplace;

   b. The contractor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

II. 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;

III. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—

   a. Abide by the terms of the statement; and

   b. 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;

IV. 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;

V. 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—

   a. 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

   b. 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;

VI. 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, HCA 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

3. 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 agreements from using federal (appropriated) funds for lobbying the Executive or Legislative Branches of the federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements 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:

VII. 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 agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

VIII. 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 agreement, 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.)

IX. 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 agreements) 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.

4. 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.

5. 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.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

I. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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 HCA.

VII. The prospective contractor further agrees by submitting this contract that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction,'' provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

VIII. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

IX. 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.

X. 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.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

I. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 7(I)(b) of this certification; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

II. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

ATTACHMENT 6: SAMHSA FEDERAL GENERAL TERMS AND CONDITIONS

SAMHSA Grants Management:

Recipients must comply with standard terms and conditions for the fiscal year in which the grant was originally awarded. Grant fiscal years are included on the A&R/FSI Document.

Grant awards issued with funds from SAMHSA are subject to legally binding requirements called standard terms and conditions. These are provided by HHS. By drawing funds from the Payment Management System, the grantee agrees to the terms and conditions of the award.

Recipients are responsible to ensure they are following the most updated guidance. Guidance is regularly updated and posted https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions

It is Contractor's sole responsibility to ensure that it is aware of, and in compliance with, the updated SAMHSA guidance referenced above.

ATTACHMENT 7: SOR III – H79TI085727 TERMS AND CONDITIONS

SOR 2022 Special Terms and Conditions

1. Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.

2. Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

3. SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.

4. SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, ((e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others.

5. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

6. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

7. Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.

8. SOR funds shall not be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.

9. SOR funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. SOR funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (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). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

10. Subrecipients must also comply with SAMHSA's standard funding restrictions, included below.

SAMHSA Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75.
Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

You may also reference the SAMHSA site for grantee guidelines on financial management requirements at
https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements.

SAMHSA grant funds may not be used to:

A. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (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).

B. Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags (See 45 CFR 75.421(e)(3)).

C. Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to $150,000 or 5% of the overall indirect costs (whichever is more) of a given budget period for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.

D. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

   a. Note: A recipient or treatment or prevention provider may provide up to $30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, clients many not receive contingencies totaling more than $75 per budget period. The contingency amounts are subject to change.

E. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Special Terms and Conditions. (See https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html)

F. General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 116-260, Consolidated Appropriations Act, 2021, Division H, Title V, Section 527, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

G. **Salary Limitation**: The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate more than Executive Level II, which is $203,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation also applies to subrecipients under a SAMHSA grant or cooperative agreement. Note that these or other salary limitations will apply in the following fiscal years, as required by law.