

| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | | | Whatcom County Contract No. 202309033 – 1 | |
|--|--|---|--|--|-----------------------------|
| Originating Department: | | | 85 Health | | |
| Division/Program: (i.e. Dept. Division and Program) | | | Response Systems Division / Law Enforcement Assisted Diversion | | |
| Contract or Grant Administrator: | | | Vanessa Martin | | |
| Contractor's / Agency Name: | | | Washington State Health Care Authority | | |
| Is this a New Contract? | | If not, is this an Amendment or Renewal to an Existing Contract? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | 202309033 | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If No, include WCC: | |
| Already approved? Council Approved Date: | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | | | |
| Is this a grant agreement? | | If yes, grantor agency contract number(s): | | K7134-1 | CFDA#: 93.959 |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | | | |
| Is this contract grant funded? | | If yes, Whatcom County grant contract number(s): | | | |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | | |
| Is this contract the result of a RFP or Bid process? | | Contract Cost Center: | | 18538516 | |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | If yes, RFP and Bid number(s): | | | |
| Is this agreement excluded from E-Verify? | | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> | | |
| If YES, indicate exclusion(s) below: | | | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | | | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | | | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: | | | |
| \$ | 1,175,834 | 1. Exercising an option contained in a contract previously approved by the council. | | | |
| This Amendment Amount: | | 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. | | | |
| \$ | 40,262 | 3. Bid or award is for supplies. | | | |
| Total Amended Amount: | | 4. Equipment is included in Exhibit "B" of the Budget Ordinance | | | |
| \$ | 1,216,096 | 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | | | |
| Summary of Scope: This amendment increases funding for a comprehensive evaluation of the LEAD Program. | | | | | |
| Term of Contract: | | 2 Years | | Expiration Date: 06/30/2025 | |
| Contract Routing: | 1. Prepared by: | J. Thomson | | Date: | 02/11/2025 |
| | 2. Attorney signoff: | Christopher Quinn | | Date: | 02/11/2025 |
| | 3. AS Finance reviewed: | Bbennett | | Date: | 02/26/2025 |
| | 4. IT reviewed (if IT related): | | | Date: | |
| | 5. Contractor approved: | | | Date: | |
| | 6. Executive Contract Review: | <div style="border: 1px solid black; padding: 2px; display: inline-block;">Initial</div> | | Date: | 3/14/2025 |
| | 7. Council approved (if necessary): | AB2025-199 | | Date: | 03/11/2025 |
| | 8. Executive signed: | | | Date: | 3/13/2025 |
| | 9. Original to Council: | | | Date: | |

WHATCOM COUNTY
Health and Community Services



Erika Lautenbach, MPH, Director
Amy Harley, MD, MPH, Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Charlene Ramont, Assistant Director
RE: Washington State Health Care Authority – LEAD Program Expansion Services Agreement Amendment #1
DATE: March 13, 2025

Attached is an interlocal agreement amendment between Whatcom County and Washington State Health Care Authority (HCA) for your review and signature. This amendment increases funding that Health and Community Services will use to contract with an independent evaluator to conduct a comprehensive evaluation of the LEAD Program. This evaluation will assess program effectiveness, identify areas for improvement, and provide data-driven insights to enhance outcomes for participants and stakeholders.

■ **Background and Purpose**

The Law Enforcement Assisted Diversion (LEAD) Program enhances safety, health and equity by building a community-based alternative to arrest and incarceration for people whose unlawful behavior stems from unmanaged substance use, mental health challenges, or extreme poverty. This agreement provides funding for Whatcom County Health and Community Services to provide intensive case management services to individuals recently arrested and/or at high risk of arrest through expansion of the LEAD Program.

■ **Funding Amount and Source**

This amendment adds \$40,262. Total funding for this grant is \$1,216,096. These funds will be included in the 2025 budget. Council authorization is required per WCC 3.06.010 as the additional funding provided by this amendment exceeds \$40,000.


■ **Differences from Previous Contracts**

This amendment includes the following additional revisions:

1. Adds a definition for 'Subrecipient' and related federal subrecipient compliance requirements;
2. Updates the Order of Precedence (Governance – Section 13) in consideration of the addition of federal funding;
3. References attachment numbers in the body of the amendment; and
4. Adds HCA-required nondiscrimination language (Section 27)

Please contact Vanessa Martin at 602-501-3595 (VMartin@co.whatcom.wa.us) if you have any questions or concerns regarding this request.



| | | | |
|---|--|---|---|
|  | | CONTRACT AMENDMENT For LEAD Program Expansion Services | HCA Contract No.: K7134 Amendment No.: 1 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | | |
| CONTRACTOR NAME Whatcom County | | CONTRACTOR doing business as (DBA) Whatcom County Health and Community Services | |
| CONTRACTOR ADDRESS 509 Girard Street Bellingham, WA 98225 | | CONTRACTOR CONTRACT MANAGER Name: Vanessa Martin Email: vmartin@co.whatcom.wa.us | |
| AMENDMENT START DATE July 1, 2023 | AMENDMENT END DATE June 30, 2025 | CONTRACT END DATE June 30, 2025 | |
| Prior Maximum Contract Amount \$1,175,834 | Amount of Increase \$40,262 | Total Maximum Compensation \$1,216,096 | |

WHEREAS, HCA and Contractor previously entered into an Agreement for Law Enforcement Assisted Diversion (LEAD) Program Expansion Services, and;

WHEREAS, HCA and Contractor wish to amend the Agreement pursuant to Section 7, Agreement Changes, Modifications and Amendments, to amend Schedule A in its entirety, to provide additional deliverables and funding for work to be done in SFY2025, to add associated federal subrecipient reporting and tracking forms, and to add a new nondiscrimination section;

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

1. Section 1, Definitions, is amended to add a new definition, to read as follows:

“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.

2. Section 4, Payment, is amended to increase Total Maximum Compensation by \$40,262 from \$1,175,834 to \$1,216,096.
3. Section 13, Governance, is amended to read as follows:

13. Governance

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- 13.1 Applicable state and federal statutes and rules;
 - 13.2 Attachment 8, Substance Abuse and Mental Health Services Administration (SAMHSA), Federal Fiscal Year 2024 – Award Standard Terms;
 - 13.3 Attachment 9, Federal Compliance, Certifications, and Assurances;
 - 13.4 Schedule A, Statement of Work; and
 - 13.5 Any other provisions of the agreement, including materials incorporated by reference.
4. A new Subrecipient section is added, to read as follows:
26. Subrecipient
 - a. General. If the Contractor is a Subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, shall:
 - i. 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;
 - ii. 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;
 - iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - iv. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are Subrecipients;
 - v. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or Regulation;
 - vi. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or Regulation; and

- vii. 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.)
- b. 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:
 - i. Submit to the Authority contact person the Data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - ii. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."
- c. 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*.
- d. Federal System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

The Unique Entity Identifier (UEI) is the universal identifier assigned by the Federal System for Award Management (SAM) to uniquely identify an entity. SAM is the Federal repository of information for standard information about federal grants and contracts. Additional information about UEI and SAM may be found at the SAM internet site (<https://www.sam.gov>).

If the Contractor is identified as a Subrecipient in this Contract, the Contractor will register and maintain an active registration in SAM and obtain an UEI throughout the term of this Contract. The Contractor will:

- i. Provide HCA with an active and current registration and UEI number;
- ii. Renew its SAM registration annually to ensure an active registration status and UEI; and
- iii. Notify the HCA Contract Manager of any changes to the SAM registration or UEI, including lapses in active status or suspension, as soon as possible upon discovering the change.

5. A new Nondiscrimination section is added to read as follows:

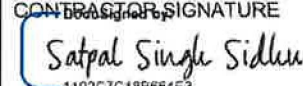
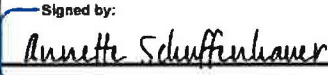
27. Nondiscrimination

- 27.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); 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., and 28 C.F.R. Part 35. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- 27.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 27.3 Default. Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 27.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. HCA shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe HCA for default under this provision.

6. Schedule A, Statement of Work, is amended in its entirety, attached, and incorporated herein.
7. Attachment 1, OWG and/or PCG Meetings Report, is hereby attached and incorporated herein.
8. Attachment 2, Technical Assistance (TA) Report, is hereby attached and incorporated herein.
9. Attachment 3, Monthly LEAD Program Monitoring Reports, is hereby attached and incorporated herein.
10. Attachment 4, Monthly LEAD Progress Summary Reports, is hereby attached and incorporated herein.

11. Attachment 5, Referral Reports ,is hereby attached and incorporated herein.
12. Attachment 6, SFY2025 ARPA Funds Enhancement Activities Status Report, is hereby attached and incorporated herein.
13. Attachment 7, Federal Subaward Identification, is hereby attached and incorporated herein.
14. Attachment 8, Substance Abuse and Mental Health Services Administration (SAMHSA), Federal Fiscal Year 2024 – Award Standard Terms, is hereby attached and incorporated herein.
15. Attachment 9, Federal Compliance, Certifications, and Assurances, is hereby attached and incorporated herein.
16. Effective Date. The execution of this Contract constitutes a ratification of the earlier agreement between the parties, the terms and conditions of which are contained herein. Accordingly, upon signature of both parties, this Contract is effective retroactive to July 1, 2023 ("Effective Date"), regardless of the date of execution.
17. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
18. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

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

| | | |
|---|---|---------------------------------|
| CONTRACTOR SIGNATURE  <small>1192C7C18B684E3</small> | PRINTED NAME AND TITLE Satpal Singh Sidhu, County Executive | DATE SIGNED 3/13/2025 |
| HCA SIGNATURE Signed by:  <small>4F259FCAF7C2450</small> | PRINTED NAME AND TITLE Annette Schuffenhauer Chief Legal Officer | DATE SIGNED 2/4/2025 |

APPROVAL AS TO PROGRAM: Signed by: Malora Christensen 3/13/2025
00E05E4A7B09409
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: Signed by: Charlene Ramont 3/13/2025
10C95CF66701466
Charlene Ramont, Assistant Director Date
Whatcom County Health and Community Services

APPROVAL AS TO FORM: Signed by: Christopher Quinn 3/13/2025
EC466EF5C88B4FD
Christopher Quinn, Chief Civil Deputy Prosecutor Date

Washington State Health Care Authority

626 8th Avenue SE
Olympia, WA 98504
360-725-5925

Teesha.kirschbaum@hca.wa.gov

SCHEDULE A-1

Statement of Work

1. Purpose

The Contractor shall operate a Law Enforcement Assisted Diversion (LEAD) Program that adheres to the core principles of the LEAD model and to expand availability of LEAD Programs statewide.

2. Background

The LEAD model was used as a template to establish a pilot site. Four (4) pilot sites were established in the counties of Mason, Snohomish, Thurston, and Whatcom. In 2023, additional funding was provided to convert the pilot sites into an ongoing grant program, and to award contracts for jurisdictions in the state of Washington to apply for funding to scale existing projects or to launch new LEAD programs.

LEAD is a field-based program involving case management and coordination with law enforcement. Contacts with Individuals often happen in the field (ex: someone camping in a park). Rather than law enforcement arresting Individuals, the LEAD contractor is contacted, and a LEAD Project Manager arrives at scene to evaluate the Individual's capacity and eligibility for LEAD services.

[Revised Code of Washington \(RCW\) 71.24.589](#)

3. Definitions

- 3.1 Division of Behavioral Health and Recovery (DBHR) – A Division within the Health Care Authority that provides funding, training, and Technical Assistance (TA) to community-based providers for prevention, intervention, treatment, and recovery support services to people in need.
- 3.2 Law Enforcement Assisted Diversion, LEAD or Program – A model framework that supports community-based alternatives to jail and prosecution for people whose unlawful behavior stems from unmanaged substance use, mental health challenges, or extreme poverty. The LEAD model originated in Seattle in 2011 and is founded on evidence-based core principles that include advancing safety, health, and equity by equipping communities with improved ways to respond to issues flowing from unmet behavioral health needs and extreme poverty. LEAD is designed to provide care coordination for people with complex, ongoing, unmet behavioral health needs and/or income instability who may lack shelter/housing, income, food, health care, and social networks and for whom existing systems prove inaccessible, overly complicated, or insufficiently responsive.
- 3.3 LEAD Project Manager – A member of the Contractor's staff.
- 3.4 [Lead Support Bureau](#). A national organization that provides strategic guidance and technical assistance to local entities and for implementation and administration of LEAD programs with fidelity to the LEAD core principles.

- 3.5 [Purpose.Dignity.Action \(PDA\)](#) – A third party organization which advocates for programs in Washington State and serves as the parent organization supporting the national LEAD Support Bureau and LEAD efforts statewide. Prior to 2013, this organization was formerly known as the Public Defenders Association.
- 3.6 Recovery Navigator Program – [RCW 71.24.115](#) outlines the scope of activities for the Recovery Navigator Program as a pre-arrest diversion program operated by the regional behavioral health administrative service organizations in Washington State.
4. The HCA Contract Manager shall:
 - 4.1 Work together with the Contractor to ensure that the Contractor's administration of the Program adheres to LEAD standards and requirements.
 - 4.2 Respond to questions and issues, as applicable.
 - 4.3 Coordinate the provision of TA and training.
 - 4.4 Monitor program development, implementation and ongoing operations.
5. The Contractor shall administer the LEAD Program in fidelity to the LEAD Model as referenced in RCW 71.24.589, and including, but not limited to, the following:
 - 5.1 Coordinate with the HCA Contract Manager to:
 - 5.1.1 Align Program efforts with other pre-existing, similar work in the region (ex: Recovery Navigator Program under [RCW 71.24.115](#) and arrest and jail alternative under [RCW 36.28a.455](#)).
 - 5.1.2 Develop case management standards required to maintain LEAD standards and requirements for the purposes of independent site evaluations.
 - 5.2 Establish and maintain effective procedures, programs, and/or processes to ensure appropriate program operations and the submission of program monitoring reports to HCA associated with this Contract.
 - 5.3 Implement referral functions, to include, but not limited to:
 - 5.3.1 Using referrals to identify possible participants and track referral data related to participants of the LEAD Program, including the use of external referral links to receive referrals directly from partners and resources in the community who identify eligible participants.
 - 5.3.2 Providing referrals to local community agencies for intensive case management services, including but not limited to the following:
 - a. Substance use;
 - b. Mental health; and
 - c. Behavioral health assessment and treatment.

- 5.3.3 Monitoring the Program to ensure that referrals are sufficient to occupy the funded case managers within or near an average caseload of twenty (20) active participants per case manager, by June 30, 2025.
 - 5.3.4 Provide the monthly count of referrals, in accordance with Section 4, Deliverables Table, and Attachment 4, Monthly LEAD Progress Summary Report, to demonstrate the number of individuals referred and the number of individuals newly admitted to support the average caseload of twenty (20) per case manager. The HCA Contract Manager will determine the minimum number of referrals.
 - 5.3.5 Utilizing the automation of notifications/alerts to maximize on efficiency of communication and processing of data related to the system.
 - 5.3.6 Providing a periodic satisfaction survey to participants, officers, and stakeholders within the last quarter of the LEAD Program. Use the participant surveys to evaluate LEAD Program participation and engagement.
 - 5.3.7 Completing Monthly LEAD Program Monitoring Reports, in accordance with Section 4, Deliverables Table, and Attachment 3, Monthly LEAD Program Monitoring Report template.
 - 5.3.8 Upon request, participating in presentations to key state and local stakeholders on progress.
 - 5.3.9 Implementing user accounts with trusted partners who may be providing services to participants on behalf of the case management company so the outcomes of those connections and services can be included in the data provided to HCA.
6. The Contractor shall coordinate with the national LEAD Support Bureau for guidance on:
- 6.1 Training on policies and protocols for LEAD referrals and diversion-eligible offenses.
 - 6.2 Developing and refining a LEAD Program Site Evaluation Plan, to the extent this is not provided for by other statewide evaluation initiatives, with the intent of yielding results that include but are not limited to:
 - 6.2.1 Reduction in arrests, time spent in custody, and/or recidivism for the LEAD Program participants;
 - 6.2.2 Increase access to and utilization of non-emergency community behavioral health and/or substance use services;
 - 6.2.3 Reduction in the utilization of emergency services;
 - 6.2.4 Increased resilience, stability, and well-being for LEAD Program participants; and
 - 6.2.5 Reduction in cost for the justice system in comparison to processing cases as usual through the justice system.

- 6.3 Providing intensive case management services that adhere to the LEAD core principles recognized by the LEAD Support Bureau.
- 6.4 Maintaining the governance structure consisting of an executive committee, called the Policy Coordinating Group (PCG) and an Operational Work Group (OWG) to include, but not limited to:
 - 6.4.1 The purpose of the PCG is to support the development and modification of any overarching policies to reflect the program site's intentions and to develop the local vision for the program, including, but not limited to, eligibility criteria and referral policies. Membership may include, but is not limited to:
 - a. Community-based organizations;
 - b. Local government;
 - c. Law enforcement making referrals to the LEAD Program;
 - d. Prosecutors considering cases involving LEAD participants;
 - e. LEAD project managers;
 - f. Case managers assisting LEAD clients;
 - g. Public health experts; and
 - h. Organizations led by and representing individuals with past justice system involvement, and/or civil rights organizations addressing racial and/or disability justice.
 - 6.4.2 The OWG shall be made up of members appointed by the PCG to facilitate the regular operations of the LEAD Program.
 - 6.4.3 Ensure that the LEAD Program is managed to achieve expected outcomes that are measurable and will be used in the future to evaluate the performance and to ensure accountability for the use of this funding.
 - 6.4.4 Coordination of care for LEAD participants through identifying, monitoring, discussing, and addressing operational, administrative, and client-specific issues.
 - 6.4.5 Schedule, convene, facilitate and keep records of meetings, scheduled at least monthly, in coordination with the HCA Contract Manager.
 - a. Meetings may be scheduled as frequently as necessary to maintain the integrity and operation of LEAD;
 - b. The Contractor shall schedule meeting dates and provide coordination of presenters and subject matter experts for the LEAD PCG meetings;
 - c. The Contractor may work with PDA and the HCA Contract Manager to determine if an alternate schedule is needed.

- 6.4.6 Work with PDA to develop and provide an agenda to LEAD OWG and/or PCG members for each meeting.
- 6.4.7 Provide all meeting agendas, minutes and pertinent documents to PDA and the HCA Contract Manager.
- 6.4.8 Provide OWG and/or PCG Meeting Reports, in accordance with Section 4, Deliverables Table, and Attachment 1, OWG and/or PCG Meeting Report template.
- 6.4.9 The LEAD Program Manager will participate in TA calls with the PDA Program Manager, at least once a month.
- 6.4.10 TA Reports. The LEAD Project Manager will provide TA Reports, in accordance with Section 4, Deliverables Table and Attachment 2, Technical Assistance (TA) Report template.
- 6.4.11 Follow guidance provided by PDA .
- 6.4.12 OWG and/or PCG member will only discuss participants who have signed a release of information form. The Contractor shall retain copies of signed forms.
- 6.5 Maintaining employees and/or contract clinical support positions, to include the following:
 - 6.5.1 Outreach coordinator;
 - 6.5.2 Clinical supervisor; and
 - 6.5.3 Case manager.

- 7. The Contractor shall provide reports to the HCA Contract Manager to document additional work done in SFY2025 supported by American Rescue Plan Act (ARPA) funding, in accordance with Section 7, Deliverables Table, and Attachment 6, SFY2025 ARPA Funds Enhancement Activities Report.

8. Deliverables Table

- 8.1 The Contractor shall provide reports in accordance with the referenced Attachments, due dates and rates in Section 6.4, Report Table.
 - 8.1.1 The HCA Contract Manager shall provide templates to Contractor within ten (10) business days after Contract execution.
 - 8.1.2 The HCA Contract Manager shall provide updated templates, as needed.
 - 8.1.3 The Contractor shall use the current template and format to fulfill reporting deliverables.
- 8.2 The Contractor shall transmit all reports via the Washington Technology Solutions (Wa-Tech) Managed File Transfer (MFT) portal.

8.3 Indirect Costs. The Contractor may invoice for indirect costs to cover administrative and operational expenses, as long as the Total Maximum Compensation noted for Deliverable #7 for the Contract is not exceeded.

8.4 Deliverables Table.

| July 1, 2023 – June 30, 2025 | | | | | |
|--|--|---|--|--|-------------|
| # | DELIVERABLE | RATE | DATE RANGE | DUE DATE | AMT |
| General Operations | | | | | |
| 1. | Submit copy of documentation demonstrating purchase of case management software system | \$47,695 per documentation packet x 1 packet | July 2023 through May 2025 | Within thirty 30 from date the Contractor signs this Contract K7134 | \$47,695 |
| 2. | Submit copies of the LEAD OWG and/or PCG y board and OWG meeting minutes detailing all local LEAD OWG and/or PCG advisory board and OWG meetings. (Attachment 1) | \$10,500 per month x 24 months. | July 2023, through May 2025 June 2025 | Due the 15 th of each month, following each month of service. With final invoice | \$252,000 |
| 3. | Submit reports demonstrating monthly TA calls with the PDA TA team. (Attachment 2) | \$8,750 per month x 24 months. | | | \$210,000 |
| 4. | Submit monthly LEAD program monitoring reports. (Attachment 3) | \$13,125 per month x 24 months. | | | \$315,000 |
| 5. | Submit monthly LEAD progress summary reports. (Attachment 4) | \$8,750 per month x 24 months. | | | \$210,000 |
| 6. | Referral Report. Submit documentation demonstrating the successful number of individuals referred, at a(minimum of three hundred fifty (350) and the number of individuals admitted to support the average caseload of at least twenty- (20) per case manager. (Attachment 5) | \$58,831 | July 2023 through June 2025 | June 30, 2025 | \$58,831 |
| 7. | Indirect (administrative) costs | Variable rate for up to 24 months. | July 2023 through May 2025 June 2025 | Due the 15 th of each month, following each month of service. With final invoice | \$ 82,308 |
| Subtotal, General Operations | | | | | \$1,175,834 |
| 8. | SFY2025 ARPA Funds Enhancement Activities Status Report (Attachment 6) | Report 1: \$36,235 | July 2024 through June 2025 | August 1, 2024 | \$40,262 |
| | | Report 2: \$4,027 | | June 30, 2025 | |
| Total Maximum Compensation for deliverables completed in SFY2024 and SFY2025 | | | | | \$1,216,096 |

Attachment 1: OWG and/or PCG Meetings Report

1. **Purpose.** Provide ongoing details and status of the activities of all local LEAD Policy Coordinating Group (PCG) and operational workgroup (OWG) meetings.
2. **Format.** Word document template as provided by HCA.
3. **Components/Screenshot**

Kxxxx – Month and Year

LEAD Monthly advisory meetings Report

1. How many meetings of your Policy Coordinating Group (PCG) were held during this report month? Please provide a narrative description of any actions taken or assigned tasks denoting future activities that came out of any meetings that took place. Also attach a copy of the meeting agenda showing date, time, participants, and topics.

2. How many meetings of your Operational Work Group (OWG) were held during this report month? Please provide a narrative description of any actions taken or assigned tasks denoting future activities that came out of any meetings that took place. Also attach a copy of the meeting agenda showing date, time, participants, and topics.

Completed By:

Date:

Attachment 2: Technical Assistance (TA) Report

1. **Purpose.** The LEAD Project Manager will participate in TA calls with the HCA Contract Manager, at least once a month, to maintain the integrity and fidelity of LEAD.
2. **Format:** Word template as provided by HCA.
3. **Components/Screenshot.**

The screenshot shows a form titled "LEAD Program Technical Assistance Report" from the Washington State Health Care Authority, Division of Behavioral Health and Recovery. It is a "MONTHLY PROGRESS REPORT" with a section for "Report Month/Year" containing checkboxes for months from July to June and a field for the year. Below this is a section for the "Name of individual completing Report:" followed by instructions to enter responses for each question. The questions cover participation in TA sessions, development of training materials, communication with stakeholders, and other program milestones. The form ends with fields for "Completed By:" and "Date:".

Washington State
Health Care Authority

LEAD Program Technical Assistance Report
Health Care Authority - Division of Behavioral Health and Recovery

MONTHLY PROGRESS REPORT
Report Month/Year

☐ July ☐ August ☐ September ☐ October ☐ November ☐ December
☐ January ☐ February ☐ March ☐ April ☐ May ☐ June Year _____

Name of individual completing Report:

Please enter your response for each question below, for the month indicated. If the deliverable is incomplete, please list your Plan of Correction (POC) that includes lead person, actions to be taken, and target date for completion.

1. Did you participate in any Technical Assistance session with the LEAD-WA TA team in the month indicated?

If no, please explain:
If yes, please provide a short narrative that includes the dates and times, staff members involved, topics identified in advance, concerns that were identified during the TA sessions and steps to address those concerns, and action plan for moving forward.
2. Have any new training or informational materials been developed as part of presentations or outreach efforts for your program? If yes, please attach a copy of any such materials to this report.
3. Was there any communication or outreach with local stakeholders (whether organizations or individuals) during this reporting period?

If no, please explain:
If yes, please document the stakeholders involved and provide a summary of the communication:
4. Describe any other significant accomplishments or program milestones:
5. Summarize any barrier(s) encountered and plans to overcome the barrier(s) with timeline.
6. Please attach any other relevant written materials that are being developed or revised.

Completed By: _____ Date: _____

Attachment 3: Monthly LEAD Program Monitoring Reports

1. **Purpose.** Demonstrate the LEAD program outcomes and progress through monitoring program metrics.
2. **Format.** Excel spreadsheet as provided by HCA Contract Manager
3. **LEAD Program evaluation metrics.**
 - 3.1. Collect the number of individuals contacted through law enforcement response and/or social contact referrals.
 - 3.2. Collect the number of individuals admitted into LEAD Program.
 - 3.3. Aggregated demographics for individuals admitted, including but not limited to;
 - 3.3.1. Race;
 - 3.3.2. Gender;
 - 3.3.3. Age; and
 - 3.3.4. And housing status.
 - 3.4. Aggregated numbers from the initial Contractor intake:
 - 3.4.1. Self-reported behavioral health;
 - 3.4.2. Employment status (ex: working, not working, job seeking activities);
 - 3.4.3. Family status (to be developed with the Provider and approved by the HCA Contract Manager – goal to foster family connections and understand if someone needs to be connected) and;
 - 3.4.4. Financial and income status (to be developed with the Provider and approved by the HCA Contract Manager).
 - 3.5. Number of police contacts related to criminal behavior/suspected criminal behavior;
 - 3.6. Number of arrests-categorize by type;
 - 3.7. Number of warrants;
 - 3.8. Number of criminal charges categorize by type;
 - 3.9. Number of jail bookings;

- 3.10. Number of jail bed days;
- 3.11. Number of visits to an emergency room;
- 3.12. Number of inpatient admits to hospital care;
- 3.13. Number of contacts with fire/Emergency Medical System (EMS);
- 3.14. Number of times team meets with participants-categorized by type:
 - a. Case management,
 - b. Peer counseling,
 - c. Brief outreach;
- 3.15. Number of referrals to service-categorized by type:
 - a. Mental health,
 - b. Substance use disorder,
 - c. Medical,
 - d. Housing,
 - e. Insurance,
 - f. Benefits,
 - g. Food,
 - h. Shelter,
 - i. Employment,
 - j. Other components as approved by HCA Contract Manager.

3.16. Number of connections to services-categorized by type:

- a. Mental health,
- b. Substance use disorder,
- c. Medical,
- d. Housing,
- e. Insurance,
- f. Benefits,
- g. Food,
- h. Shelter,
- i. Employment,
- j. Other components, as approved by HCA Contract Manager.

3.17. Participant survey baseline:

- a. Six (6) months,
- b. One (1) year.

Attachment 4: Monthly LEAD Progress Summary Reports

1. **Purpose.** Demonstrate the LEAD program outcomes and progress through high level summary information.
2. **Format.** Word document or Excel spreadsheet template as provided by HCA.
3. **Components.**
 - 3.1. Number of individuals contacted through law enforcement response and/or social contact referrals during the report period.
 - 3.2. Number of individuals currently admitted into LEAD Program.
 - 3.3. Documentation demonstrating the successful number of individuals referred (minimum to be determined by HCA Contract Manager) and the number of individuals admitted to support the average caseload of at least twenty (20) per case manager.
 - 3.4. Narrative description of any barriers identified that impact service provision and the plans and timeline developed to address them
 - 3.5. Description of the number of days required between initial referral and participant receiving behavioral health assessment.
 - 3.6. Staffing changes since the last reporting period with explanation of positions and locations impacted.
 - 3.7. Participant success stories or programmatic accomplishments of note.
 - 3.8. Significant accomplishments or achievements of programmatic growth.

Attachment 5: Referral Reports

- 1. Purpose:** Demonstrate the successful number of individuals referred (minimum of 350) and the number of individuals admitted to support the average caseload of at least twenty (20) per case manager.
- 2. Format:**
- 3. Components:**
 - 3.1. How many individuals referred;
 - 3.2. Number of active participants;
 - 3.3. Current barriers;
 - 3.4. Attempts to resolve barriers;
 - 3.5. Any staffing changes, any success stories; and
 - 3.6. TA needs.

Attachment 6: SFY2025 ARPA Funds Enhancement Activities Status Report

1. **Purpose:** Enhance the current programing through helping to bridge gaps in supports that enhance and further the LEAD model.
2. **Format:** Word Document.
3. **Components**
 - 3.1. Report 1: SFY2025 Plan – Due August 31, 2024
 - 3.1.1. Narrative summary of service enhancement strategy.
 - 3.1.2. Assessment of current services, challenges and opportunities.
 - 3.1.3. Proposed plans to bridge gaps and enhance the LEAD model.
 - 3.1.4. Estimated costs associated with enhancement work.
 - 3.2. Report 2: SFY2025 Results – Due June 30 2025
 - 3.2.1. Narrative summary of outcomes;
 - 3.2.2. Examples of improvements to programing and implementation of strategies;
 - 3.2.3. Self-reflection of lessons learned, and future needs.
 - 3.2.4. Summary of actual expenditures.

Attachment 7: Federal Subaward Identification
K7134-1

| | | |
|-----|--|--|
| 1. | Federal Awarding Agency | Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) |
| 2. | Federal Award Identification Number (FAIN) | B08TI083977 |
| 3. | Federal Award Date | 05-17-2021 |
| 4. | Assistance Listing Number and Title | 93.959 Block Grants for Prevention and Treatment of Substance Abuse |
| 5. | Is the Award for Research and Development? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. | Contact Information for HCA's Awarding Official | Teesha Kirschbaum, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery Teesha.kirschbaum@hca.wa.gov 360-725-5925 |
| 7. | Subrecipient name (as it appears in SAM.gov) | Whatcom County |
| 8. | Subrecipient's Unique Entity Identifier (UEI) | NT6RMN8THTN7 |
| 9. | Subaward Project Description | LEAD case management services |
| 10. | Primary Place of Performance | 98225-4005 |
| 11. | Subaward Period of Performance | July 1, 2023 – June 30, 2025 |
| 12. | Amount of Federal Funds Obligated by this Action | \$40,262 |
| 13. | Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action | \$40,262 |
| 14. | Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged) | de minimis (10%) |

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

- Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?
☐ YES ☒ NO
- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
☐ YES ☒ NO

ATTACHMENT 8

Substance Abuse and Mental Health Services Administration (SAMHSA) Federal Fiscal Year 2024 – Award Standard Terms

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

1. Future Spending

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

2. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-federal funds. Contractor must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. HCA may require Contractor to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

3. Unallowable Costs

Any costs incurred by Contractor prior to the start date of the Contract and/or costs not consistent with the terms and conditions of the Contract, including terms and conditions incorporated by reference, [45 CFR § 75](#), and the [HHS Grants Policy Statement](#), are not allowable under this Contract.

4. Conflicts of Interest Policy

Consistent with [45 CFR § 75.112](#), Contractor must establish and maintain written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in activities supported by this Contract with HCA, from involvement in actual or perceived conflicts of interest.

The policies and procedures must:

- A. address conditions under which outside activities, relationships, or financial interest are proper or improper;
- B. provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- C. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- D. specify the nature of penalties that may be imposed for violations.

5. Administrative and National Policy Requirements

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

Contractor is responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the HHS Grants Policy Statement, available at:
<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf>

6. Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., [45 CFR § 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).

7. Executive Pay

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

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

8. Promotional Items

SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

HHS Policy on the Use of Appropriated Funds for Promotional Items:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html>

9. Acknowledgement of Federal Funding in communications and contracting

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

"This publication was made possible by Grant Number B08TI083977 from SAMHSA." "The project described was supported by Grant Number B08TI083977 from SAMHSA." Contractor also must include a disclaimer stating the following:

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

Contractor must use the grant number from the applicable Federal Subaward Identification attachment to this Contract. Contractor should work with the HCA Contract Manager to ensure the statements required by this clause include the correct grant number.

10. Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the SAMHSA grant.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by SAMHSA funds under this Contract, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

"Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

11. Rights in Data and Publications

As applicable, Contractor agrees to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in [45 CFR § 75.322](#) and the [HHS Grants Policy Statement](#).

SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. Mandatory Disclosures

Consistent with [45 CFR § 75.113](#), Contractor must disclose in a timely manner in writing to the HCA Contract Manager and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Contractor must disclose, in a timely manner, in writing to the HCA Contract Manager, HHS and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a Federal award identified in this Contract with HCA. Disclosures must be sent in writing to HCA according to the Notice requirements of the Contract and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services

Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email:

MandatoryGranteeDisclosures@oig.hhs.gov

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

13. Lobbying Restrictions

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

Lobbying with appropriated moneys, [U.S. Code 18 § 1913 \(2021\)](#), No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

14. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. This requirement passes through HCA to the Contractor. The Contractor must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation ([2 CFR §182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

Contractor will provide a drug-free workplace and will notify the HCA Contract Manager if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in [2 CFR § 182](#); HHS implementing regulations are set forth in [2 CFR § 382.400](#).

15. Civil Right Laws that prohibit discrimination

Contractor must perform all work under the Contract in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

This includes taking reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.

For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

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

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient (HCA) or subrecipient (Contractor) engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient (Contractor), or their employees:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or,
- C. Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at [2 CFR § 175.15\(b\)](#).

17. Confidentiality of Alcohol and Drug Abuse Patient Records

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

18. Accessibility Provisions

Contractor must perform all work under this Contract in compliance with Federal civil rights law. This means that Contractor must ensure equal access to programs funded by the SAMHSA grant without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring the programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Contractor also has specific legal obligations for serving qualified individuals with disabilities. Please see- <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

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

19. Legislative Mandates

Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards, including this Contract with HCA. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt>.

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

This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, if Contractor electronically exchanges patient level health information to external entities where national standards exist, Contractor must:

- A. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and
- B. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

21. Audits

If Contractor expends \$750,000 or more in federal awards during the Contractor's fiscal year Contractor must have a single or program-specific audit conducted for that year in accordance with the provisions of [45 CFR § 75.501](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

Contractor is responsible for submitting their Single Audit Reports and workbooks (SF-SAC) electronically to the to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

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

22. Ad Hoc Submissions

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

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

23. Cancel Year

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

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

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

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- D. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- E. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

ATTACHMENT 9

Federal Compliance, Certifications, and Assurances

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Grace Burkhart.
- a. *Source of Funds SABG-ARPA: This Contract is being funded partially or in full through Cooperative Contract number B08TI083977, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the federal Assistance Listing Number (ALN) 93.959 in the amount of \$40,262. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K7134-1.*
 - b. *Period of Availability of Funds SABG-ARPA: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in B08TI083977 unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*
 - c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*
 - d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.*
 - f. *Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.*

- g. **Unallowable Costs:** The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. **Supplanting Compliance: SABG:** If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. **Federal Compliance:** The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. **Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

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

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Whatcom 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 200.501 and 45 CFR 75.501 | | |
| Non-Profit Organizations and Non-Profit Hospitals | | | |
| Colleges or Universities and Affiliated Hospitals | | | |
| For-Profit Organizations | | | |

III. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

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

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

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

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

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

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

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

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

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


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

f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

| | |
|---|----------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:  | TITLE: County Executive |
| PLEASE ALSO PRINT OR TYPE NAME: Satpal Singh Sidhu | |
| ORGANIZATION NAME: (if applicable) Whatcom County | DATE: 3-20-25 |