

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

**202307030**

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855060 Substance Abuse Program	
Contract or Grant Administrator:		Joe Fuller	
Contractor's / Agency Name:		WA State Health Care Authority	

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

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):	K6984	CFDA#:	93.788 / 93.243 / 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:	677250 / 677260
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"/>	
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<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):	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b>:</p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>
\$    1,320,000	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This agreement provides funding for substance use disorder prevention and mental health promotion services to individuals, families and communities.

Term of Contract:	2 Years	Expiration Date:	06/30/2025
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Contract Routing:	1. Prepared by:	JT	Date:	07/07/2023
	2. Attorney signoff:	RB	Date:	07/10/2023
	3. AS Finance reviewed:	A Martin	Date:	7/11/2023
	4. IT reviewed (if IT related):		Date:	
	5. Contractor signed:		Date:	
	6. Submitted to Exec.:	JT	Date:	07/26/2023
	7. Council approved (if necessary):	AB2023-467	Date:	07/25/2023
	8. Executive signed:		Date:	<b>7/26/23</b>
	9. Original to Council:		Date:	



## Memorandum

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Washington State Health Care Authority – Division of Behavioral Health and Recovery Interlocal Agreement

**DATE:** JULY 26, 2023

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Attached is an interlocal agreement between Whatcom County and Washington State Health Care Authority for your review and signature.

- **Background and Purpose**

This agreement outlines roles and responsibilities for coordinating and implementing prevention programs and strategies that are designed to delay the misuse of alcohol and drugs, increase mental health promotion and prevent suicide. These services support the Health Care Authority's Community Prevention and Wellness Initiative (CPWI) which focuses substance use prevention services in high-need communities in Washington State.

- **Funding Amount and Source**

This agreement provides \$260,000 annually with a not to exceed amount of \$1,320,000 for the period. Funding sources include the federal Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) and Carryover (CFDA 93.959), and Dedicated Cannabis Account (DCA) funds through the Washington State Health Care Authority. Council authorization is required as grant funding exceeds \$40,000, per WCC 3.06.010.

- **Differences from Previous Contracts**

This is a new agreement, however funding for these services has been provided through previous agreements since 2012. Aside from funding source name revisions, this agreement includes no significant changes from the agreement that ended on 06/30/2023 (WC Contract #201909027).

Please contact Joe Fuller, Program Specialist at 360-778-6045 ([JFuller@co.whatcom.wa.us](mailto:JFuller@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions.





	<b>CONTRACT for</b> <b>Prevention and Promotion</b> <b>Client Services</b>	HCA Contract Number: K6984
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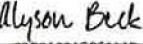
**THIS CONTRACT** is made by and between the Washington State Health Care Authority (HCA) and Whatcom County, (Contractor).

<b>CONTRACTOR NAME</b> Whatcom County		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b> Whatcom County Health and Community Services		
<b>CONTRACTOR ADDRESS</b>   Street 509 Girard St.	<b>City</b> Bellingham	<b>State</b> WA	<b>Zip Code</b> 98225	
<b>CONTRACTOR CONTACT</b> Joe Fuller	<b>CONTRACTOR TELEPHONE</b> 360-778-6045	<b>CONTRACTOR E-MAIL ADDRESS</b> JFuller@co.whatcom.wa.us		
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

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

<b>CONTRACT START DATE</b> July 1, 2023	<b>CONTRACT END DATE</b> June 30, 2025	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> \$1,320,000.00
<b>PURPOSE OF CONTRACT:</b> 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.

<b>CONTRACTOR SIGNATURE</b> 	<b>PRINTED NAME AND TITLE</b> Satpal Singh Sidhu, County Executive	<b>DATE SIGNED</b> 07/26/2023
<b>HCA SIGNATURE</b> DocuSigned by: 	<b>PRINTED NAME AND TITLE</b> Alyson Beck Contracts Administrator	<b>DATE SIGNED</b> 7/7/2023

**WHATCOM COUNTY:**

APPROVAL AS TO PROGRAM: Approved by email AB/JT 07/10/2023  
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL:  07/19/2023  
Erika Lautenbach, Director – Health & Community Services Date

APPROVAL AS TO FORM: Approved by email RB/JT 07/10/2023  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Washington State Health Care Authority**

626 8<sup>th</sup> Avenue SE

PO Box 42730

Olympia, WA 98504-2730

360-725-2054

[Kasey.Kates@hca.wa.gov](mailto:Kasey.Kates@hca.wa.gov)



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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 Whatcom 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 Whatcom 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

includes 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 Services 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 \$1,320,000.00, 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 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](http://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](mailto: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:  $\text{Direct costs} / (1 - \text{allowed admin/indirect rate}) = \text{Total costs}$ ;  $\text{Total costs} - \text{Direct costs} = \text{Admin/indirect costs}$ .
    - 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:

Erika Lautenbach  
509 Girard St.  
Bellingham, WA 98225  
ELautenb@co.whatcom.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](mailto: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](http://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](http://www.stopoverdose.org) and [www.takebackyourmeds.org](http://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 complaint;
- 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 11<sup>th</sup> Amendment to the United States Constitution.

#### **4.19 HCA NETWORK SECURITY**

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

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

#### **4.20 INDEMNIFICATION**

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

#### **4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

#### **4.22 LEGAL AND REGULATORY COMPLIANCE**

**4.22.1** During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

**4.22.2** While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

**4.22.3** Failure to comply with any provisions of this section may result in Contract termination.

#### **4.23 LIMITATION OF AUTHORITY**

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

#### **4.24 NO THIRD-PARTY BENEFICIARIES**

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

#### **4.25 NONDISCRIMINATION**

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

#### **4.26 OVERPAYMENTS TO THE CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

#### **4.27 PAY EQUITY**

**4.27.1** Contractor represents and warrants that, as required by Washington state law 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