

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

|   |  |
|---|--|
| Originating Department:                             | 85 Health  |
| Division/Program: (i.e. Dept. Division and Program) | 8550 Human Services / 855060 Substance Use Program |
| Contract or Grant Administrator:                    | Kathleen Roy                                       |
| Contractor's / Agency Name:                         | WA State HCA                                       |

Is this a New Contract?  Yes  No  If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  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? Yes  No  If yes, grantor agency contract number(s): K3950 CFDA#: 93.778, 93.243, 94.959, 93.788

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Contract Cost Center: 677200 / 677250 / 677260 / 677360

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional.
  - Contract work is for less than \$100,000.
  - Contract work is for less than 120 days.
  - Interlocal Agreement (between Governments).
  - Contract for Commercial off the shelf items (COTS).
  - Work related subcontract less than \$25,000.
  - Public Works - Local Agency/Federally Funded FHWA.

|   |  |
|---|--|
| Contract Amount:(sum of original contract amount and any prior amendments):<br>\$ <u>577,550</u><br>This Amendment Amount:<br>\$ _____<br>Total Amended Amount:<br>\$ _____ | 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> :<br>1. Exercising an option contained in a contract previously approved by the council.<br>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.<br>3. Bid or award is for supplies.<br>4. Equipment is included in Exhibit "B" of the Budget Ordinance<br>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
|---|--|

Summary of Scope: This contract provides funding and defines requirements for the County's Substance Abuse Prevention Program.

|                                  |                                    |
|----------------------------------|------------------------------------|
| Term of Contract: <u>2 Years</u> | Expiration Date: <u>06/30/2021</u> |
|----------------------------------|------------------------------------|

|                   |   |                         |
|-------------------|---|-------------------------|
| Contract Routing: | 1. Prepared by: <u>JT</u>                 | Date: <u>09/10/2019</u> |
|                   | 2. Attorney signoff: _____                | Date: <u>9-17-19</u>    |
|                   | 3. AS Finance reviewed: _____             | Date: <u>9/18/19</u>    |
|                   | 4. IT reviewed (if IT related): _____     | Date: _____             |
|                   | 5. Contractor signed: _____               | Date: _____             |
|                   | 6. Submitted to Exec.: _____              | Date: _____             |
|                   | 7. Council approved (if necessary): _____ | Date: _____             |
|                   | 8. Executive signed: _____                | Date: _____             |
|                   | 9. Original to Council: _____             | Date: _____             |

|   |   |                                    |  |
|---|---|------------------------------------|--|
|  | <b>INTERAGENCY AGREEMENT</b><br><b>for</b><br><b>CPWI Prevention Services</b> | HCA Contract Number: K3950         |  |
|   |   | Contractor/Vendor Contract Number: |  |

**THIS CONTRACT** is made by and between Washington State Health Care Authority (HCA) and Contractor.


|  |  |   |  |                   |
|--|--|---|--|-------------------|
| CONTRACTOR NAME<br>Whatcom County  |  | CONTRACTOR DOING BUSINESS AS (DBA)        |  |                   |
| CONTRACTOR ADDRESS   Street<br>509 Girard Street   |  | City<br>Bellingham                        | State<br>WA  | Zip Code<br>98225 |
| CONTRACTOR CONTACT<br>Joe Fuller   |  | CONTRACTOR TELEPHONE<br>360-778-6055      | CONTRACTOR E-MAIL ADDRESS<br>jfuller@co.whatcom.wa.us                                      |                   |
| Is Contractor a Subrecipient under this Contract?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |  | CFDA NUMBER(S):<br>93.959, 93.243, 93.788 | FFATA Form Required<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                   |

|  |  |
|--|--|
| HCA PROGRAM<br>DBHR  | HCA DIVISION/SECTION<br>Prevention   |
| HCA CONTACT NAME AND TITLE<br>Alicia Hughes, Agreement Manager | HCA CONTACT ADDRESS<br>Health Care Authority<br>621 8 <sup>th</sup> Avenue SE<br>Olympia, WA 98504 |
| HCA CONTACT TELEPHONE<br>360-725-1687                          | HCA CONTACT E-MAIL ADDRESS<br>alicia.hughes@hca.wa.gov   |

|                                 |                                |  |
|---------------------------------|--------------------------------|--|
| CONTRACT START DATE<br>7/1/2019 | CONTRACT END DATE<br>6/30/2021 | TOTAL MAXIMUM CONTRACT AMOUNT<br>\$577,550 |
|---------------------------------|--------------------------------|--|

**PURPOSE OF CONTRACT:**  
 Obtaining CPWI Prevention Services in order to increase capacity to implement direct and environmental substance use prevention services in high need communities qualified to immediately implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, marijuana, opioids, and other drugs.

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 HCA.

|   |   |                        |
|---|---|------------------------|
| CONTRACTOR SIGNATURE<br> | PRINTED NAME AND TITLE<br>Regina A Delahunt   | DATE SIGNED<br>9/12/19 |
| HCA SIGNATURE   | PRINTED NAME AND TITLE<br>Kerry J. Breen, Acting Contracts Administrator<br>Division of Legal Affairs | DATE SIGNED            |

DEPARTMENT APPROVAL

  
Anne Deacon, Human Services Manager

9/12/19  
Date

WHATCOM COUNTY

\_\_\_\_\_  
JACK LOUWS  
County Executive

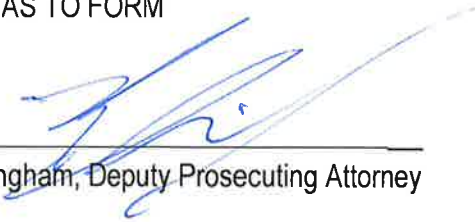
STATE OF WASHINGTON    )  
  )  
COUNTY OF WHATCOM    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
Royce Buckingham, Deputy Prosecuting Attorney

9-17-19  
Date

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>Recitals</b> .....  | <b>5</b>  |
| <b>1. STATEMENT OF WORK (SOW)</b> .....                              | <b>5</b>  |
| <b>2. DEFINITIONS</b> .....  | <b>5</b>  |
| <b>3. SPECIAL TERMS AND CONDITIONS</b> .....                         | <b>10</b> |
| 3.1 PERFORMANCE EXPECTATIONS.....                                    | 10        |
| 3.2 TERM.....  | 11        |
| 3.3 COMPENSATION.....  | 12        |
| 3.4 INVOICE AND PAYMENT.....   | 12        |
| 3.5 CONTRACTOR and HCA AGREEMENT MANAGERS.....                       | 14        |
| 3.6 LEGAL NOTICES .....  | 15        |
| 3.7 SAMHSA Award Terms .....   | 16        |
| 3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE .....         | 17        |
| 3.9 INSURANCE .....  | 18        |
| <b>4. GENERAL TERMS AND CONDITIONS</b> .....                         | <b>18</b> |
| 4.1 ACCESS TO DATA.....  | 18        |
| 4.2 ADVANCE PAYMENT PROHIBITED .....                                 | 19        |
| 4.3 AMENDMENTS .....   | 19        |
| 4.4 ASSIGNMENT.....  | 19        |
| 4.5 ATTORNEYS' FEES.....   | 19        |
| 4.6 CHANGE IN STATUS.....  | 19        |
| 4.7 CONFIDENTIAL INFORMATION PROTECTION .....                        | 19        |
| 4.8 CONFIDENTIAL INFORMATION SECURITY.....                           | 20        |
| 4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION .....    | 20        |
| 4.10 CONTRACTOR'S PROPRIETARY INFORMATION .....                      | 21        |
| 4.11 COVENANT AGAINST CONTINGENT FEES .....                          | 21        |
| 4.12 DEBARMENT .....   | 22        |
| 4.13 DISPUTES .....  | 22        |
| 4.14 ENTIRE AGREEMENT .....  | 23        |
| 4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA) ..... | 23        |
| 4.16 FORCE MAJEURE .....   | 23        |
| 4.17 FUNDING WITHDRAWN, REDUCED OR LIMITED .....                     | 24        |
| 4.18 GOVERNING LAW .....   | 24        |
| 4.19 HCA NETWORK SECURITY .....                                      | 25        |

|  |    |
|--|----|
| 4.20 INDEMNIFICATION .....                         | 25 |
| 4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR.....   | 25 |
| 4.22 INDUSTRIAL INSURANCE COVERAGE .....           | 25 |
| 4.23 LEGAL AND REGULATORY COMPLIANCE.....          | 25 |
| 4.24 LIMITATION OF AUTHORITY.....                  | 26 |
| 4.25 NO THIRD-PARTY BENEFICIARIES .....            | 26 |
| 4.26 NONDISCRIMINATION .....                       | 26 |
| 4.27 OVERPAYMENTS TO CONTRACTOR.....               | 26 |
| 4.28 PAY Equity .....                              | 26 |
| 4.29 PUBLICITY .....                               | 27 |
| 4.30 RECORDS AND DOCUMENTS REVIEW .....            | 27 |
| 4.31 REMEDIES NON-EXCLUSIVE .....                  | 28 |
| 4.32 RIGHT OF INSPECTION .....                     | 28 |
| 4.33 RIGHTS IN DATA/OWNERSHIP .....                | 28 |
| 4.34 RIGHTS OF STATE AND FEDERAL GOVERNMENTS ..... | 29 |
| 4.35 SEVERABILITY .....                            | 29 |
| 4.36 SITE SECURITY.....                            | 30 |
| 4.37 SUBCONTRACTING .....                          | 30 |
| 4.38 SUBRECIPIENT .....                            | 31 |
| 4.39 SURVIVAL.....                                 | 33 |
| 4.40 TAXES .....                                   | 33 |
| 4.41 TERMINATION.....                              | 33 |
| 4.42 TERMINATION PROCEDURES .....                  | 35 |
| 4.43 WAIVER.....                                   | 36 |
| 4.44 WARRANTIES.....                               | 36 |

**Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications and Assurances

Attachment 3: Federal Funding Accountability and Transparency Act Data Collection Form

Attachment 4: HIPAA Compliance

Attachment 5: SAMSHA Award Terms

**Schedules**

Schedule A: Statement of Work (SOW) CPWI Prevention Services Expansion Project

**Exhibits**

Exhibit A: DBHR-SUD Fiscal Policies Standards for Reimbursable Costs

Exhibit B: Federal Award Identification for Subrecipients

Exhibit C: Data Security Requirements

Exhibit D: Awards and Revenues

Exhibit E: SOR CBO (attached if applicable)

Exhibit F: PSF NCE (attached if applicable)

**Agreement #K3950 for Washington State Community Prevention and Wellness Initiative  
(CPWI) Prevention Services Project**

**Recitals**

NOW THEREFORE, HCA awards to Whatcom County this Agreement, the terms and conditions of which will govern Contractor's providing to HCA the coordination and implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the CPWI Prevention Services Project.

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

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 Schedule A, Statement of Work, attached and incorporated herein.

2. **DEFINITIONS**

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

**"Awards"** means the total funding of all individual awards HCA allocates to the Contractor, and the total of all awards in this Agreement's Maximum Amount, which is itemized in Exhibit D.

**"Awards and Revenues"** or **"A&R"** details the Contractor's Awards and Revenues attached as Exhibit D.

**"Budget, Accounting, and Reporting System"** or **"BARS"** means the "Fiscal/Program Requirements". See below, which replaces BARS document.

**"Breach"** means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

**"Business Associate"** means a Business Associate as defined in 45 Code of Federal Regulations (CFR) 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers,

or directors.

**“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, [www.pscbw.com](http://www.pscbw.com).

**“CFR”** means the Code of Federal Regulations. All references in this Agreement to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?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 Prevention and Wellness Initiative”** or **“CPWI”** means the HCA substance use disorder prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by Contractor and approved by HCA.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

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

**“Contractor”** means the named contractor contact on the cover sheet, its employees and agents. Contractor additionally includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.



**“Covered entity”** means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

**“CSAP”** means SAMHSA’s Center for Substance Abuse Prevention. CSAP works with federal, state, public, and private organizations to develop a comprehensive prevention system.

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

**“DBHR”** means the Division of Behavioral Health and Recovery or its successor.

**“DEA”** means United States Drug Enforcement Agency.

**“Dedicated Marijuana Account”** or **“DMA”** means revenue generated by the taxation of retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized by the Washington State Legislature in 2E2SHB 2136.

**“DUNS”** or **“Data Universal Numbering System”** means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

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

**“EPA”** means the Environmental Protection Agency.

**“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 had multiple randomized and/or statistically-controlled evaluations, or one large multiple-site randomized and/or statistically-controlled evaluations, and the weight of the evidence from a systematic review demonstrates sustained improvements in at least one of the desired outcomes.

**“Fiscal/Program Requirements”** means the Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs otherwise known as the Billing Guide for Substance Use Disorder Prevention and Mental Health Promotion and is located at:

<https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules#>.

**“General Fund State”** or **“GFS”** means the administrative allocation awarded for Substance Abuse Block Grant.

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

**“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 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.” (Healthy People 2020)

**“Health Equity”** means the “attainment of the highest level of health for all people. Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and health care disparities.” (Healthy People 2020)

**“Innovation Program”** means a program that does not fall into the other categories of Evidenced-based, Research-based, or Promising.

**“Media materials and publications”** means (1) News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news; (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages )printed publications/newspapers, online, outdoor, on-screen, TV and radio); (3) Earned Media: Published news stories (print, broadcast or online) resulting from the Contractor’s Agreements with reporters; (4) Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors; (5) Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.

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

**“Partnership for Success”** or **“PFS”** means the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Grant 2013 and 2018, CFDA number 93.243.

**“Promising Program”** means a program that is based on statistical analyses or a well-established theory of change, shows potential for meeting the “evidence-based” or “research-based” criteria, and could include the use of a program that is evidenced-based for outcomes other than the alternative use.

**“Proprietary Information”** means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“Protected Health Information” or “PHI”** means individually identifiable 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, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 United States Code (USC) 1232g(a)(4)(b)(iv).

**“Prevention Activity Data”** means information input to the “Substance Use Disorder Prevention Mental Health Promotion Online Reporting System: or “Minerva” to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into Minerva by the close of business of the fifteenth (15<sup>th</sup>) 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 Agreement.

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

**“Research-Based Program”** means a program that has been tested with a single randomized and/or statistically controlled evaluation, demonstrates sustained desirable outcomes; or where the weight of the evidence from a systematic review supports sustained outcomes as identified in the term “evidence-based,” but does not meet the full criteria for “evidence-based.” For the purposes of this project, only programs from the list in Exhibit A are to be considered Research-based.

**“RCW”** means the Revised Code of Washington. All references in this Agreement 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/>.

**“Substance Abuse Block Grant” or “SABG”** means Federal Substance Abuse Block Grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959.

**“SAMHSA”** means the Substance Abuse and Mental Health Services Administration.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Agreement, including the deliverables and timeline, and is Schedule A hereto.

**“State Opioid Response”** or **“SOR”** means the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Grant, CFDA number 93.788.

**“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 Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

**“Subrecipient”** means a contractor operating a federal or state assistance program receiving federal funds and having the authority to determine both the services rendered and disposition of program. See Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for additional detail.

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

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

### **3. SPECIAL TERMS AND CONDITIONS**

**3.1** Performance expectations expected performance under this agreement includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of Agreement;

3.1.1.1 21 CFR Food and Drugs  
Chapter 1, Subchapter C, Drugs: General  
<https://www.law.cornell.edu/cfr/text/21/chapter-1/subchapter-C>

3.1.1.2 42 CFR Subchapter A-General Provisions Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records  
<https://www.law.cornell.edu/cfr/text/45/part-96/subpart-L>

3.1.1.3 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards 2 CFR Part 200 in 45 CFR Part 75 <https://www.law.cornell.edu/cfr/text/2/part-200>

- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Ensure all services and activities provided by the Contractor or subcontractor, shall be designed and delivered in a manner sensitive to the needs of all diverse populations;
- 3.1.8 Regular, punctual attendance at all meetings; and
- 3.1.9 Provision of high quality services.
- 3.1.10 Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Agreement 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 Agreement will commence on July 1, 2019, and continue through June 30, 2021, unless terminated sooner as provided herein.
- 3.2.2 This Agreement may be extended in whatever time increments HCA deems appropriate.
- 3.2.3 Work performed without an Agreement 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 an Agreement or any subsequent amendment(s) is fully executed.

### **3.3 COMPENSATION**

- 3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A, Statement of Work is \$577,550 and additional Exhibits as applicable to Contractor, and includes any allowable expenses. Payment for

satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount.

3.3.1.1 The fund sources and maximums for this Contract are \$577,550.

3.3.2 Contractor's compensation for services rendered will be based on the amounts listed in the Exhibit D, A&R and/or in accordance with the terms outlined in the Fiscal/Program Requirements and Invoices and Payments. In addition, the Contractor must meet the schedule set forth in Schedule A, Statement of Work and additional Exhibits as applicable to the Contractor.

3.3.2.1 Total compensation payable to Contractor for satisfactory performance of the work under this Agreement is \$577,550. The fund sources and maximums for this Agreement are up to \$321,220 from the Substance Abuse Block Grant (SABG) Block Grant, CFDA #93.959; \$27,932 from General Fund State; \$90,848 Dedicated Marijuana Account (DMA) Funds; \$41,850 Partnership for Success (PFS) 2018 CFDA #93.243; \$77129 State Opioid Response (SOR) and/or SOR supplemental CFDA #93.788; \$18,571 State Targeted Response (STR) no cost extension CFDA #93.788; and \$0 Partnership for Success (PFS) 2013 no cost extension CFDA #93.243.

3.3.3 Federal funds disbursed through this Agreement were received by HCA.

3.3.3.1 Contractor agrees to comply with applicable rules and regulations associated with these federal funds and has signed Attachment 2: Federal Compliance, Certification and Assurances, attached.

### **3.4 INVOICE AND PAYMENT**

3.4.1 Contractor must submit accurate State Form A-19 invoices, or other such forms as designated by HCA, to the following address for all amounts to be paid by HCA via e-mail to: [A-19DBHR@hca.wa.gov](mailto:A-19DBHR@hca.wa.gov) not more than monthly unless approved by HCA. Contractor may bill for cost reimbursement for month of service if appropriate service data is provided in Minerva. The Contractor must include the HCA Agreement number in the subject line of the email, followed by the Prevention System Naming Convention and cc the Agreement Manager or designee when submitting the invoice.

3.4.2 Invoices must describe and document to HCA'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.

3.4.3 HCA shall not be obligated to reimburse the Contractor for any services or

activities performed prior to having a fully executed copy of this Contract.

- 3.4.4 The Contractor assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other Contract or agreement with the Contractor.
- 3.4.5 If the Contractor claims and HCA reimburses for expenditures under this Contract which HCA later finds were claimed in error and/or not allowable costs under the terms of this Contract, HCA shall recover these costs and the Contractor shall fully cooperate with the recovery.
- 3.4.6 Contractor must submit properly itemized invoices to include the following information, as applicable:
  - 3.4.6.1 HCA Agreement number K3950;
  - 3.4.6.2 Contractor name, address, phone number;
  - 3.4.6.3 Description of Services;
  - 3.4.6.4 Date(s) of delivery;
  - 3.4.6.5 Net invoice price for each item;
  - 3.4.6.6 Applicable taxes;
  - 3.4.6.7 Total invoice price; and
  - 3.4.6.8 Payment terms and any available prompt payment discount.
- 3.4.7 HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Agreement Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 3.4.8 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 3.4.9 Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- 3.4.10 Upon expiration of the Agreement, any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Agreement expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Agreement expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.



- 3.4.10.1 Submit final billing for services provided within forth-five (45) days after the end of the State Fiscal Year (June 30).
- 3.4.10.2 Submit final billing for services for SOR and PFS within forty-five (45) days after the end of each Federal Fiscal Year (September 29).
- 3.4.10.3 Submit final billing for services for STR within forty-five (45) days after the end of the fiscal period for STR (April 30).
- 3.4.11 The Contractor shall ensure all expenditures for services and activities under the Agreement are submitted on the A-19 invoice appropriate for Minerva data entry. In the event the Contractor or a subcontractor fails to maintain reporting obligations under this Agreement, HCA reserves the right to withhold reimbursements to the Contractor until the obligations are met.
- 3.4.12 Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.
  - 3.4.12.1 Administrative costs are defined in the Fiscal/Program Requirements.
  - 3.4.12.2 The Contractor shall use no more than eight percent 8% of the SOR, PFS, STR, and/or DMA allocation for administrative costs.
  - 3.4.12.3 No SABG funds allocated in this contract shall be used for administrative costs. Admin for SABG is allocated as GFS.
- 3.4.13 HCA reserves the right to reduce the Prevention funds awarded in the Agreement if the Contractor expenditures are below 60% of expected levels during the fiscal quarter. Expenditures will be reviewed quarterly.
- 3.4.14 SOR, PFS, STR, and DMA funds may not be carried forward from year to year, based upon their respective fiscal year.
- 3.4.15 Based upon Exhibit D, Awards and Revenue (A&R), the source of funds in this contract may include, as applicable, Substance Abuse Block Grant (SABG) CFDA 94.959, the Washington State Dedicated Marijuana Account Fund (DMA), General Fund State (GFS), the State Opioid Response (SOR) Grant CFDA 93.788, the State Targeted Response (STR) Grant CFDA 93.788, and/or the Partnerships for Success (PFS) Grant CFDA 93.243.

### **3.5 CONTRACTOR AND HCA AGREEMENT MANAGERS**

- 3.5.1 Contractor's Agreement Manager or designee will have prime responsibility and final authority for the services provided under this Agreement and be the principal point of contact for the HCA Agreement Manager for all business matters, performance matters, and administrative activities.

- 3.5.2 HCA's Agreement Manager or designee is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding Agreement performance and deliverables. The HCA Agreement Manager or designee has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR<br>Contract Manager Information |  | Health Care Authority<br>Contract Manager Information |  |
|--|--|---|--|
| Name:                                      |  | Name:   | Alicia Hughes                                      |
| Title:                                     |  | Title:  | Agreement Manager                                  |
| Address:                                   |  | Address:  | 621 8 <sup>th</sup> Avenue SE<br>Olympia, WA 98504 |
| Phone:                                     |  | Phone:  | 360-725-1687                                       |
| Email:                                     |  | Email:  | alicia.hughes@hca.wa.gov                           |

### 3.6 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Agreement 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:

**Attention:**

- 3.6.2 In the case of notice to HCA:

**Attention:** Contracts Administrator  
Health Care Authority  
Division of Legal Services  
PO Box 42702  
Olympia, WA 98504-2702

- 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 SAMHSA AWARD TERMS.**

3.7.1 General. If the Contractor is a subrecipient of federal awards under any Program Agreement as defined by 2 CFR Part 200, the Contractor shall:

3.7.1.1 Comply with the all applicable provisions of the Notice of Awards for SOR, STR, and PFS grants, and SABG.

3.7.1.2 Comply with RCW 69.50.540 Dedicated Marijuana Account Appropriations.

3.7.1.3 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;

3.7.1.4 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;

3.7.1.5 Comply with requirements of Charitable Choice (42 USC 300x-65 and 42 CFR Section 54);

3.7.1.5.1 The 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 abuse prevention providers for funding.

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

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

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

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

3.7.1.5.6 The FBO shall provide recipients with a notice of their

rights.

- 3.7.1.5.7 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;
- 3.7.1.6 Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- 3.7.1.7 Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- 3.7.1.8 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 at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

### **3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

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

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Business Associate Agreement, HCA Agreement Number K3950;
- 3.8.3 Recitals
- 3.8.4 Special Terms and Conditions;
- 3.8.5 General Terms and Conditions;
- 3.8.6 Attachment 1: Confidential Information Security Requirements;
- 3.8.7 Attachment 2: Federal Compliance, Certifications and Assurances;
- 3.8.8 Attachment 3: Federal Funding Accountability and Transparency Act Data Collection Form;

3.8.9 Schedule A: Statement of Work;

### **3.9 INSURANCE**

3.9.1 HCA certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which is found liable.

3.9.2 The Contractor certifies by signing this Agreement that either:

3.9.2.1 The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable, or

3.9.2.2 The Contractor maintains the types and amounts of insurance identified below and shall, if requested by HCA; provide certificates of insurance to that effect to the HCA contact on page one of the Agreement.

3.9.2.2.1 Commercial General Liability Insurance Policy – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured agreement. The state of Washington, HCA, its elected and appointed officials, agents, and employees shall be named as additional insureds. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3.9.2.2.2 Professional Liability (PL) Insurance. The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

### **3.10 BACKGROUND CHECKS (RCW 43.43, WAC 388-877 & 388-877B)**

Contractor shall follow the requirements below and ensure this information is included in all subcontracts:

a) Contractor shall ensure a criminal background check is conducted for all staff members, including but not limited to, treatment staff members, prevention staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities; and

b) When providing services to youth, Contractor shall ensure that requirements of WAC 388-06-0170 are met.

#### **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 Agreement to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

##### **4.2 ADVANCE PAYMENT PROHIBITED**

No advance payment will be made for services furnished by the Contractor pursuant to this Agreement.

##### **4.3 AMENDMENTS**

This Agreement 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.

##### **4.4 ASSIGNMENT**

4.4.1 Contractor may not assign or transfer all or any portion of this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.37, *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 Agreement or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Agreement will be null and void.

4.4.2 HCA may assign this Agreement 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.

- 4.4.3 This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

#### **4.5 ATTORNEYS' FEES**

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

#### **4.6 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.

#### **4.7 CONFIDENTIAL INFORMATION PROTECTION**

- 4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to 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.
- 4.7.2 Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: Confidential Information Security Requirements).
- 4.7.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.7.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Agreement. Violation of this section by Contractor or its Subcontractors may result in termination of this Agreement and demand for return of all Confidential

Information, monetary damages, or penalties.

- 4.7.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Agreement.

#### **4.8 CONFIDENTIAL INFORMATION SECURITY**

The federal government, including the Substance Abuse and Mental Health Services Administration (SAMHSA), and the State of Washington all maintain security requirements regarding privacy, data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Agreement and appropriate portions of the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>).

#### **4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION**

- 4.9.1 Contractor must notify the HCA Privacy Officer ([HCAPrivacyOfficer@hca.wa.gov](mailto:HCAPrivacyOfficer@hca.wa.gov)) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.
- 4.9.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
  - 4.9.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
  - 4.9.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).
  - 4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.4 Any breach of this clause may result in termination of the Agreement and the demand for return or disposition (Attachment 1, Section 6) of all Confidential



Information.

- 4.9.5 Contractor's obligations regarding Breach notification survive the termination of this Agreement and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

#### **4.10 CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Agreement 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.

#### **4.11 COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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 Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **4.12 DEBARMENT**

By signing this Agreement, 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 Agreement, Contractor becomes debarred. HCA may immediately terminate this Agreement by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

#### **4.13 DISPUTES**

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this Agreement while attempting to

resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Agreement or the responsibilities imposed herein and it cannot be resolved between the parties' Agreement Managers, either party may initiate the following dispute resolution process.

4.13.1 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.

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

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Agreement Number and the names and contact information for the parties;

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

#### **4.14 ENTIRE AGREEMENT**

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

#### **4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

4.15.1 This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

4.15.2 To comply with the act and be eligible to enter into this Agreement, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

4.15.3 Information about Contractor and this Agreement will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by HCA as required by P.L. 109-282. HCA's Attachment 3: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

#### **4.16 FORCE MAJEURE**

A party will not be liable for any failure of or delay in the performance of this Agreement 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 Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then HCA, at its sole discretion, may:

4.17.1 Terminate this Agreement pursuant to Section 4.41.1, TERMINATION DUE TO CHANGE IN FUNDING;

4.17.2 Renegotiate the Agreement under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Agreement 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 Agreement.

4.17.3.1 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.

4.17.3.2 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.

- 4.17.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the Agreement by giving written notice to Contractor. The parties agree that the Agreement 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 Agreement for services rendered prior to the retroactive date of termination.

#### **4.18 GOVERNING LAW**

This Agreement 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 Agreement 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 Agreement 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, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 4.7 Confidential Information Protection and Section 4.8 Confidentiality Breach-Required Notification, 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 Agreement.

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

The parties intend that an independent contractor relationship will be created by this Agreement. Contractor and its employees or agents performing under this Agreement 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 INDUSTRIAL INSURANCE COVERAGE**

Prior to performing work under this Agreement, 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 Agreement.

#### **4.23 LEGAL AND REGULATORY COMPLIANCE**

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

4.23.2 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.

4.23.3 Failure to comply with any provisions of this section may result in Agreement termination.

#### **4.24 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 Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

#### **4.25 NO THIRD-PARTY BENEFICIARIES**

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

#### **4.26 NONDISCRIMINATION**

During the performance of this Agreement, 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 CFR 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 Agreement 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 Agreements with HCA.

#### **4.27 OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Agreement, HCA will provide written notice to Contractor and Contractor shall 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 4.13 Disputes.

#### **4.28 PAY EQUITY**

- 4.28.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Agreement, 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.
- 4.28.2 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.
- 4.28.3 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.
- 4.28.4 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.
- 4.28.5 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 Agreement.

#### **4.29 PUBLICITY**

- 4.29.1 The award of this Agreement 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.

4.29.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Agreement 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.

#### **4.30 RECORDS AND DOCUMENTS REVIEW**

4.30.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement 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 Agreement. At no additional cost, these records, including materials generated under this Agreement, 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 CFR 431, Subpart Q; and 42 CFR 447.202].

4.30.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Agreement.

4.30.3 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.

#### **4.31 REMEDIES NON-EXCLUSIVE**

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

#### **4.32 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 Agreement.

#### 4.33 RIGHTS IN DATA/OWNERSHIP

- 4.33.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Agreement will be considered a *work for hire* under the U.S. Copyright Act, 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.
- 4.33.2 If for any reason the Work Product would not be considered a *work 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.
- 4.33.3 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.
- 4.33.4 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 shall 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.
- 4.33.5 Material that is delivered under this Agreement, 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.
- 4.33.6 Contractor must identify all Preexisting Material when it is delivered under this Agreement 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 Agreement.

#### **4.34 RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Contractor purchases ownership under this Agreement.

#### **4.35 SEVERABILITY**

If any provision of this Agreement 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 Agreement that can be given effect without the invalid provision, and to this end the provisions or application of this Agreement are declared severable.

#### **4.36 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.

#### **4.37 SUBCONTRACTING**

4.37.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Agreement 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.

4.37.2 Any agreement between Contractor and a Subcontractor shall include the terms and conditions that meet or exceed all requirements and conditions in

this Agreement that the Contractor is required to meet when providing services to patients, clients, or persons seeking assistance, including but not limited to: (1) identification of funding sources; (b) DUNS number and zip code +4 of subcontractor; (c) determination of eligible clients; (d) payment or reimbursement arrangement in compliance with the Fiscal/Program Requirements; (e) termination of a subcontract shall 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; (f) Contractor rights in the event of termination of a subcontract to ensure all data on services provided have been entered into the Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System ("Minerva"); (g) informing service applications and recipients of their right to a grievance in the case of a denial or termination of service and/or failure to act upon a request for services with reasonable promptness; (h) audit requirements in compliance with OMB 2, Part 200, Subpart F (A-133); (i) authorizing Contractor to conduct an inspection of any and all subcontractor facilities where services are provided; (j) requiring Subcontractor to perform background checks on its employees and independent contractors used to perform the services; (k) representation and warranty that Subcontractor is not has not been debarred or suspended by any state or the federal government; (l) Business Associate Agreement in compliance with the requirements of HIPAA; (m) protection of the Confidential Information and restrictions on the providing and sharing of data; and (n) identifying unallowable uses of federal funds.

- 4.37.3 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.
- 4.37.4 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 Agreement, nor be the basis for additional charges to HCA.
- 4.37.5 Contractor shall submit a subcontract monitoring plan to Agreement Manager or designee fifteen (15) days prior of entering into first subcontract during Agreement period for review and HCA approval to include a plan for (a) an annual onsite review of each subcontract providing services monitoring the subcontractor's contractual, fiscal, and programmatic compliance; (b) preparation of written documentation of each on-site visit and delivery of such documentation to HCA; (c) ensuring subcontractors have entered services funded under this Agreement in the Minerva database; and (d) ensuring records of additional monitoring activities in the Contractor's subcontractor file are kept and making them available to HCA upon request, including any audit and any independent documentation. Additionally, in the event of subcontractor termination or closure, the Contractor shall withhold final payment of any

subcontract until all required Minerva reporting is complete.

- 4.37.6 The Contractor shall ensure that subcontractors have entered services funded under this contract in Minerva. The Contractor may not require subcontractor to enter duplicate prevention service data that is entered into Minerva into an additional system. The Contractor shall ensure the proper training of staff and designated back-up staff for Minerva data entry to meet report due dates.
- 4.37.7 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.

#### **4.38 SUBRECIPIENT**

##### **4.38.1 General**

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

- 4.38.1.1 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;
- 4.38.1.2 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;
- 4.38.1.3 Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 4.38.1.4 Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- 4.38.1.5 Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
- 4.38.1.6 Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and
- 4.38.1.7 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.)

#### 4.38.2 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 shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

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

#### 4.38.3 Overpayments

- 4.38.3.1 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 shall refund the full amount to HCA as provided in Section 4.27 Overpayments to Contractors.

### 4.39 SURVIVAL

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

### 4.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or its staff is the sole responsibility of the Contractor.

## 4.41 TERMINATION

### 4.41.1 TERMINATION DUE TO CHANGE IN FUNDING

4.41.1.1 If the funds that HCA relied upon to establish any Agreement are withdrawn, reduced, or limited, or if additional modified conditions are placed on such funding, and such changes materially affect the ability of HCA to provide funds or to perform under the Agreement, HCA will notify and consult with the Contractor as soon as practical and, as a last resort, may terminate this Agreement by providing at least fifteen (15) calendar days written notice to the Contractor.

4.41.1.2 If funds are available, HCA will pay the Contractor for its reasonable costs that directly relate to termination of the Agreement. The parties may identify and agree upon such costs. Such costs may include, but are not limited to, closeout costs, unemployment costs, severance pay, retirement benefits, reasonable profits, and termination costs associated with any approved subcontract.

### 4.41.2 TERMINATION FOR CONVENIENCE

4.41.2.1 Either party may terminate the agreement for Convenience by giving the other party at least thirty (30) days written notice.

4.41.2.2 The Contract must address such notices to:

Health Care Authority Contract Services  
Post Office Box 42702  
Olympia, Washington 98504-2702

4.41.2.3 HCA must direct such notices to the Contract contact named on the first page of the Agreement.

4.41.2.4 If either party terminates the Agreement for convenience, the terminating party may pay an amount agreed to by the parties for actual costs incurred by the non-terminating party in performance of or in reliance on the Agreement.

### 4.41.3 TERMINATION FOR DEFAULT

4.41.3.1 The Contracts Administrator may terminate the Agreement for Default, in whole or in part, by written notice to the Contractor if HCA has a reasonable basis to believe the Contract has:

4.41.3.1.1 Failed to meet or maintain any requirement for contracting in this Agreement with HCA:

4.41.3.1.2 Failed to perform under any provision of the Agreement;

- 4.41.3.1.3 Negligently failed to ensure the health or safety of any client for whom services are being provided under the Agreement;
- 4.41.3.1.4 Violated any applicable law, regulation, rule, or ordinance related to the Agreement; and/or
- 4.41.3.1.5 Otherwise breached any provision or condition of the Agreement.

4.41.3.2 The Contracts Administrator must give the Contractor at least ten (10) business days' notice of HCA's intent to terminate the Agreement, along with a summary of the facts supporting such termination.

4.41.3.2.1 The Contractor must have at least ten (10) business days in which to cure the default provided that it will reasonably take longer than ten (10) business days to cure the default, the cure period will be a reasonable period agreed by the parties.

4.41.3.2.2 In the event of a continuing pattern of default, the Contracts Administrator will not be required to provide a cure period.

4.41.3.2.3 The Contract Administrator is not required to offer a cure period if a client's health or safety is at risk. This provision does not apply if the alleged default is an activity related to Contractor law, custom, or practice.

4.41.3.3 The Contractor may terminate this Agreement for default, in whole or in part, by written notice to HCA if the Contractor has a reasonable basis to believe that HCA has:

4.41.3.3.1 Failed to meet or maintain any requirement for contracting with the Contractor:

4.41.3.3.2 Failed to perform under any provision of the Agreement;

4.41.3.3.3 Violated any law, regulation, rule, or ordinance applicable to work performed under the Agreement; and/or

4.41.3.3.4 Otherwise breached any provision or condition of the

## Agreement.

4.41.3.4 Before the Contractor may terminate the Agreement for default, the Contract must provide HCA at least ten (10) business days written notice of the Contractor's intent to terminate the Agreement, along with a summary of the facts supporting such termination. HCA must have at least ten (10) business days in which to cure the default provided that it will reasonably take longer than ten (10) business days to cure the default, the cure period must be a reasonable period agreed by the parties.

### 4.41.4 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 Agreement and prior to normal completion, HCA may immediately terminate this Agreement in whole or in part, 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 Agreement 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. This section must not so as to permit HCA to terminate this Agreement in order to acquire similar services from a third party.

## 4.42 TERMINATION PROCEDURES

The following provisions must survive and be binding on the parties in the event the Agreement is terminated:

- 4.42.1 The Contract must cease to perform any services required by the Agreement as of the effective date of termination and must comply with all reasonable instructions contained in the notice of termination.
- 4.42.2 If requested by HCA within ten (10) business days of termination, the Contractor must, within a period not to exceed thirty (30) business days, deliver to HCA all HCA assets or property in its possession. If the Contractor does not return HCA property within thirty (30) business days of the Agreement termination, the Contractor will be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Contractor must protect and preserve any property of HCA that is in the possession of the Contractor pending return to HCA.
- 4.42.3 HCA will be liable for an will pay for those services authorized and provided through the date of termination. HCA may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to

or useable by HCA.

- 4.42.4 If the Contracts Administrator terminates the Agreement for default, HCA may withhold a sum from the final payment to the Contractor that is reasonable and necessary to protect HCA against reasonably anticipated loss or liability. HCA must provide the Contractor with written notice of the amount withheld and the nature of the reasonable anticipated loss or liability. If it is later determined that the Contractor was in default, HCA must pay the amount withheld to the Contractor within ten (10) business days of determining that the Contractor was not in default.

#### **4.43 WAIVER**

Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Agreement 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 Agreement on behalf of HCA.

#### **4.44 WARRANTIES**

- 4.44.1 Contractor represents and warrants that it will perform all services pursuant to this Agreement in a professional manner and with high quality and will 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 shall 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 Any written commitment by Contractor within the scope of this Agreement 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 Agreement. 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 Agreement.



# Attachment 1

## Confidential Information Security Requirements

### 1. Definitions

In addition to the definitions set out in Section 2 of this Agreement K3950 for CPWI Prevention Services, the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - i. Passwords for external authentication must be a minimum of 10 characters long.
  - ii. Passwords for internal authentication must be a minimum of 8 characters long.
  - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS,

DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

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

## **2. Confidential Information Transmitting**

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

## **3. Protection of Confidential Information**

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
  - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  - ii. Data stored on Portable/Removable Media or Devices:
    - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:

1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
  2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
  3. Keeping devices in locked storage when not in use;
  4. Using check-in/check-out procedures when devices are shared;
  5. Maintain an inventory of devices; and
  6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **4. Confidential Information Segregation**

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

- a. The HCA Confidential Information must be kept in one of the following ways:
  - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
  - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
  - iii. in a database that will contain only HCA Data; or
  - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
  - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

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

**5. Confidential Information Shared with Subcontractors**

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

**6. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

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

## ATTACHMENT 2

### FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Alicia Hughes for SOR, or Sarah Mariani for PFS.

- a. *Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number **1H79TI081705-01 (SOR)**, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Attachment 4. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** an amount to **\$77,129**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K3950**.

*Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number **1H79SP080980-01 (PFS 2018)**, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Attachment 5. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.243** and amount to **\$41,850**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K3950**.

*Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number **TI010057 (SABG)**, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Attachment 5. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **94.959** and amount to **\$321,220**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K3950**.

*Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number **6H79TI026803-02M001 (STR NCE)**, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Attachment 5. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.788** and amount to **\$18,571**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K3950**.

*Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number **7U79SP023011-01 (PFS 2013 NCE)**, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Attachment 5. Federal funds to

support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.243** and amount to **\$0**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K3950**.

- b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **1H79TI081705-01**, **1H79SP080980-01**, **TIO10057**, **6H79TI026803-02M001**, and/or **7U79SP023011-01** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
- c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
- d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
  - 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
    - i. Deviations from the budget and Project plan.
    - ii. Change in scope or objective of the agreement.
    - iii. Change in a key person specified in the agreement.
    - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
    - v. Need for additional funding.
    - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
    - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
  - 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
- e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

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

**HCA Federal Compliance Contact Information**

Federal Grants and Budget Specialist Health  
 Care Policy  
 Washington State Health Care Authority  
 Post Office Box 42710  
 Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Longview School District 122**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

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

**Definitions:**

**"Sub-recipient";** means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

**"Sub-award and Sub-grant"** are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

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

## CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

b) have not within a 3-year period preceding this contract been convicted of or had a

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;



civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving

stolen property;

- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public

transactions (Federal, State, or local) terminated for cause or default.

will be taken against employees for violation of such prohibition;

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

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

## 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that

- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an

employee or otherwise receiving  
actual

notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

PO Box 42700

- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Legal Services Manager

WA State Health Care Authority

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

**3. CERTIFICATION  
REGARDING  
LOBBYING**

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

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

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

\$100,000 for each such failure.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or

Medicaid, or facilities where WIC coupons are redeemed.

certification required below will not necessarily result in denial of participation in

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

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

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

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

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

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the



this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor

learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered

in connection with obtaining, attempting to

- transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
  - 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

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

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local)

with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

**CONTRACTOR SIGNATURE REQUIRED**

|   |                          |
|---|--------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br><i>Regina A. Delahunt</i>      | TITLE<br><i>Director</i> |
| Please also print or type name:<br><i>Regina A. Delahunt</i>                  |                          |
| ORGANIZATION NAME: (if applicable)<br><i>Whatcom County Health Department</i> | DATE<br><i>9/12/19</i>   |

Attachment 3

**Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form**

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Required Information about your organization and this contract will be made available on USASpending.gov by the Washington State Health Care Authority (HCA) as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>.

*Contractor must complete this form and return it to the Health Care Authority (HCA).*

**CONTRACTOR**


| 1. Legal Name<br><b>Whatcom County</b>  | 2. DUNS Number<br><b>060044641</b>       |                  |                    |    |  |    |  |
|---|--|------------------|--------------------|----|--|----|--|
| 3. Principle Place of Performance<br><b>509 Girard Street</b>   | 3a. Congressional District<br><b>2nd</b> |                  |                    |    |  |    |  |
| 3b. City<br><b>Bellingham</b>   | 3c. State<br><b>WA</b>                   |                  |                    |    |  |    |  |
| 3d. Zip+4<br><b>98225 - 4005</b>  | 3e. Country<br><b>USA</b>                |                  |                    |    |  |    |  |
| 4. Are you registered in CCR ( <a href="https://www.uscontractorregistration.com/">https://www.uscontractorregistration.com/</a> )? <input checked="" type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> NO   |  |                  |                    |    |  |    |  |
| 5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> <li>a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></li> <li>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></li> <li>c. The public does not have access to information about the compensation of the executives through periodic reports filled with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330</li> </ul> <input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)<br><input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization). |  |                  |                    |    |  |    |  |
| <table border="1"> <thead> <tr> <th>Name Of Official</th> <th>Total Compensation</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>  |  | Name Of Official | Total Compensation | 1. |  | 2. |  |
| Name Of Official  | Total Compensation                       |                  |                    |    |  |    |  |
| 1.  |  |                  |                    |    |  |    |  |
| 2.  |  |                  |                    |    |  |    |  |

|    |  |
|----|--|
| 3. |  |
| 4. |  |

5.

**Note:** "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).

**By signing this document, the Contractor Authorized Representative attests to the information.**

|  |                 |
|--|-----------------|
| Signature of Contractor Authorized Representative<br> | Date<br>9/12/19 |
|--|-----------------|

**HCA will not endorse the Contractor's subaward until this form is completed and returned.**

**FOR HEALTH CARE AUTHORITY USE ONLY**

HCA Contract Number: K3950

Sub-award Project Description (see instructions and examples below)

**Instructions for Sub-award Project Description:**

In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

**Example of a Sub-award Project Description:**

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate

tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



## ATTACHMENT 4

### HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

#### 1. **Definitions.**

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "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.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "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 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. 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 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
  - l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
  - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
  - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
2. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
3. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
  - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
  - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

- d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
  - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
  - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
  - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
  - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

#### **4. Individual Rights.**

##### **a. Accounting of Disclosures.**

- (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

##### **b. Access**

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

(2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

(1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

5. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

6. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

7. **Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

8. **Breach Notification.**

a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.

b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of

which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
  - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
  - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
  - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
  - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

**9. Miscellaneous Provisions.**

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

## ATTACHMENT 5

### 1. SAMHSA Award Terms.

- a. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- b. Grant funds cannot be used to supplant current funding of existing activities.
- c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- e. Per 45 CFR 74.36 and 45 CFR 92.34 and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB circulars A-102 and A-110.
- g. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- h. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grant SP20155, TM010056 and TI080249 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s)



## Statement of Work

The Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Prevention programs and services include, but are not limited to:

### 1. Coordination of Prevention Services.

The Contractor shall ensure:

- a. 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:
  - (1) Hire or identify a minimum of one part-time (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.
    - (a) Ensure Community Coalition Coordinator(s) meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
    - (b) Confirm an office space in the designated community for the Community Coalition Coordinator.
    - (c) Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Agreement Manager or designee for review. HCA shall review and respond within five business days.
  - (2) Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).
    - (a) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and
    - (b) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.
    - (c) HCA reserves the right to require Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.

- b. Contractor contact on page one of this Contract and primary fiscal staff or their designee(s) shall attend annual contractor training that will be scheduled for four (4) hours in duration. Date and location will be announced by DBHR at least 30 days prior to the training.
- c. Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
  - (1) 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.
  - (2) Regular annual schedule and community dissemination plan shall be identified as part of the CPWI Action Plan and Budget Update and submitted to Agreement Manager or designee for HCA review annually in accordance with the timeline in the CPWI Community Coalition Guide.
    - (a) Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, by June 15, 2020 and June 15, 2021 according to the CPWI Community Coalition Guide, or within thirty (30) days upon request. For cohort 6, an updated Action Plan and Budget are due August 1, 2020. A template will be provided at least 30 days prior to due date.
- k. Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor and/or CPWI coalition budget shall submit a budget revision for approval to Agreement Manager or designee at least fifteen (15) days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
- l. Enter approved programs, based on the priorities, goals and objectives described in the approved Strategic Plan, into the Minerva within thirty (30) days of Action Plan approval or as directed by PSM.
- m. Ensure sixty percent (60%) of programs supported by HCA funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: [www.TheAthenaForum.org/CSAPprinciples](http://www.TheAthenaForum.org/CSAPprinciples).
- n. Food costs are generally unallowable during program implementation except within the following parameters:
  - (1) Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.
  - (2) Ensure that light refreshment costs do not exceed \$3.00 per person.

- (3) Meals may be provided for participants using SABG and DMA 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 strategic plan.
  - (4) Meals are not allowable costs with either the PFS, STR, or SOR funds.
  - (5) 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).
  - (6) No more than a total of \$1,000 may be spent on food or light refreshments per CPWI Coalition per year.
- o. Dedicated Marijuana Account Funds (DMA) shall be used for program and strategy training and implementation.
- (1) All programs planned and implemented with DMA shall be programs selected from the current DBHR provided youth marijuana use prevention and reduction program list.  
[www.TheAthenaForum.org/I502PreventionPlanImplementation](http://www.TheAthenaForum.org/I502PreventionPlanImplementation)
    - (a) No less than eighty-five percent (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
    - (b) Up to fifteen percent (15%) of DMA funds may expended on Promising programs on the identified program list.
- p. Contractor is encouraged to collaborate and partner with community-based organizations that operate within or serve the CPWI community.
- q. If funding permits the Contractor to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least \$110,000 per community of DBHR funding budgeted for CPWI implementation, annually) services may be provided at the County level. Services shall reflect work of the Contractor staff coordinating, organizing, building capacity, and providing education and information related to prevention initiatives at the County level with a goal to expand CPWI communities.
- (1) If applicable to Contractor, develop plan for services listed above and submit to Contract Manager or designee for review and approval within sixty (60) days of contract execution.

## **2. Prevention Training.**

- a. The Contractor shall participate in all required training events identified by HCA

and listed in the CPWI Community Coalition Guide.

b. Non-Required Training in CPWI

- (1) In the absence of trainings identified in the approved strategic plan, all additional (non-required) training paid for by HCA shall be approved by Agreement Manager or designee prior to training and meet the approved goals and objectives in approved Strategic Plan.
- (2) The Contractor shall ensure any requests for training in addition to the approved training in the Strategic plan are requested in writing and sent directly to the Agreement Manager or designee, a minimum of ten (10) working days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
  - (a) Coalition building and community organization.
  - (b) Capacity building regarding prevention theory and practice.
  - (c) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.
  - (d) Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by Agreement Manager or designee upon request.
- (3) The Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at [www.ofm.wa.gov/policy/10.90.htm](http://www.ofm.wa.gov/policy/10.90.htm).
- (4) The Contractor shall bill for training events on an A-19 per billing code according to the Program/Fiscal Requirements and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Section 3 c., Prevention Report Schedule/Due Dates.

**3. Media Materials.**

- a. HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about 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 Agreement Manager or designee for approval prior to publication (HCA will respond within five (5) working days).
  - (1) Exceptions: The Contractor does not need to submit the following items to

Agreement Manager or designee:

- (a) Newsletters and fact sheets.
- (b) News coverage resulting from interviews with reporters. This includes online news coverage.
- (c) Newspaper editorials or letters to the editor.
- (d) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
- (e) When a statewide media message is developed by HCA, is localized, and if the only change is the local coalition information and funding source acknowledgment from coalition or public health entities.
- (f) When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local coalition information and funding source acknowledgement from coalition or public health entities.

#### **4. 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. The 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:
  - (1) 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).
  - (2) Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
  - (3) 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 EPA approved locations may be permitted depending upon source of funds and must be approved by the Contract Manager in advance.

- (4) 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.
- (5) 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)).
- (6) 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)).
- (7) Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.
- (8) Prior to purchasing home medication lock boxes or bags the 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. The 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.
- (9) Create and submit Secure Medicine Tack-back and/or Lock Box project in the Minerva reporting system within 30 days of approval of this project.
- (10) Track and report in Minerva:
  - (a) The number of new policies developed and adopted to support a sustained drop box.
  - (b) The number of educational and/or informational materials developed.
  - (c) The number of outreach materials developed and distributed including news publications.
  - (d) The number of pharmacies involved in information dissemination efforts.
  - (e) The number of health care providers involved in information dissemination efforts.
  - (f) Pounds of medicine collected monthly once a secure medicine take-back box is in place.
  - (g) The number of home medication storage devices purchased and

distributed including a pre/post survey for those that received the home storage devices to be approved by HCA/DBHR.

- (h) Coalition coordinator time spent on the project in the “direct” and “indirect” staff time related to the project.

## **5. Reporting Requirements.**

### **a. Prevention Reporting Requirements**

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

### **b. Prevention Activity Data Reports**

The Contractor shall:

- (1) Ensure that monthly prevention activities are reported in the HCA Minerva in accordance with the requirements and timelines set forth.
- (2) Ensure accurate and unduplicated reporting.
- (3) Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
- (4) If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), the Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) working days before the report due date.
- (5) The maximum extension request permitted is ten (10) working days.
- (6) Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- (7) Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
  - (a) Extensions granted due to Minerva technical issues will be excluded from this count.
- (8) Ensure all required demographic information is provided for individual participant; population reach; aggregate; environmental and mentoring or 1-to-1 services in Minerva.
- (9) Report Community Coalition Coordination Staff Hours in Minerva for each

month of the calendar year.

- (10) Complete prevention reporting, according to the Schedule/Due Dates below:

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

c. Outcome Measures

- (1) The Contractor shall report on all required evaluation tools (i.e., pre/post-tests) identified in Minerva that measure primary program objective.
- (2) Special situations and exceptions regarding evaluation tools identified in the Minerva include, but are not limited to, the following:
  - (a) The Contractor may negotiate with the Agreement Manager or designee to reduce multiple administrations of surveys to individual participants.
  - (b) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

d. Performance Work Statement/Evaluation.

- (1) The Contractor shall ensure program results show positive outcomes for



at least half of the participants in each program group as determined by Activity Log with individual participant sessions.

- (a) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
  - (b) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
  - (c) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
- (2) HCA shall use the following protocol for evaluation:
- (a) Matched pre-test and post-test pairs will be used in the analysis.
  - (b) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
  - (c) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

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

- (3) Different groups, as determined by Activity Logs, receiving the same program will be clustered by school district.
- (a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
  - (b) The results of one (1) provider in a given school district will not impact another provider in the same district.
    - i. In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.
    - ii. Results for groups, as determined by Activity Logs, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
  - (c) If fewer than half of the participants in a group, as determined by Activity Log, within a given school district, report positive change in the intended outcome:
    - i. The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Agreement Manager or

designee or designee within forty-five (45) days of notice by HCA.

- ii. Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the Agreement Manager or designee or their designee.
- iii. If a second group, as determined by Activity Log, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
  - (A) In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.
  - (B) In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Activity Logs, will be allowed to complete the expected number of sessions. No new groups, as determined by Activity Logs, will be started.
  - (C) Following the conclusion of all groups, as determined by Activity Logs, completing the program, results will be reviewed for those groups.
  - (D) If the results do not show positive change for each groups, as determined by Activity Logs, the Contractor shall take the following action:
    - I. In cases where the program is being delivered by a single provider in the specified geography, the Contractor shall discontinue implementation of that program in the specified geography.
    - II. In cases where the program is being delivered by multiple providers in the specified geography, the Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- (d) A program that resulted in the need for a Performance Improvement Plan and Plan during this contract period will not carry that record forward into the July 1, 2021 - June 30, 2023 contract period.
- (e) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

## 6. Requirements.

### a. Background Checks.

- (1) The Contactor shall ensure a criminal background check is conducted for

all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

- (2) When providing services to youth, the Contractor shall ensure that requirements of WAC 388-06-0170 are met.

b. Services and Activities to Ethnic Minorities and Diverse Populations.

The Contractor shall:

- (1) Ensure all services and activities provided by the Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.
- (2) Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
- (3) Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall require its subcontractors to adhere to these requirements.

c. Continuing Education.

Ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 USC 300x-28(b) and 45 CFR 96.132(b).

d. Single Source Funding.

- (1) The Contractor shall ensure all subcontractors that Single Source Funding means that a subcontractor can use only one source of funds at any given time.
- (2) 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.

## **EXHIBIT A - DBHR-SUD FISCAL POLICIES STANDARDS FOR REIMBURSABLE COSTS**

The following Standards for Reimbursable Costs represents a compilation of definitions and principles from the State of Washington Office of Financial Management's State Administrative and Accounting Manual (SAAM), the federal Office of Management and Budget's Circular A-122 Cost Principles for Non-Profit Organizations, and Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments. These standards are provided solely as technical assistance and are not intended to circumvent the Contractor's need to follow the referenced rules.

### **DEFINITIONS**

The following terms and phrases shall have the meanings indicated when used in this exhibit, except where the context clearly requires otherwise.

- (1) "Acquisition cost" shall mean the net cost of equipment, including the costs for modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment useable for the purpose for which it was acquired.
- (2) "Arm's length transaction" shall mean a transaction resulting from good faith bargaining between a buyer and a seller, where the parties have adverse positions in the marketplace.
- (3) "Contractor or subcontractor property" shall mean property used in performance of a contract which is not departmental property.
- (4) "Cost" shall mean the historical amount of money involved in a transaction which decreases an asset or increases a liability, whether recognized on a cash or accrual basis. Cost shall not include repayments of borrowing, expenditures to acquire assets, distributions to owners, and corrections to prior periods. Corrections to prior periods are included as costs in that prior period.
- (5) "Cost related or cost reimbursement" shall mean a contract or subcontract where the amount of payment being made is related to the actual costs of the subcontractor or a class of subcontractors to perform the contract, subject to ceilings, allowances, limitations and conditions adopted by the Department, but without regard to the method of payment.
- (6) "Cost related subcontractor" shall mean a subcontractor that has a cost related subcontract.
- (7) "Customary charge" shall mean the average charge for a similar service, activity or procedure for non-departmental clients or purchasers by providers whose training and experience is similar to the contractor or subcontractor and are located in the same area. The area considered in determining customary charge shall be as large as necessary to provide a reasonable measure of the market for such services, activities or procedures.
- (8) "Department" shall mean the Department of Social and Health Services.
- (9) "Departmental clients" shall mean individuals who receive or benefit from services or activities for which the contractor was reimbursed in part or entirely by the Department.

- (10) "Departmental funds" shall mean any funds paid by the Department to a contractor, including funds passed through to subcontractors without regards to the source of those funds. Departmental funds include federal funds which pass through the Department.
- (11) "Departmental property" shall mean property owned by the Department, and property for which title is vested in the Department.
- (12) "Equipment" means an article of non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items not meeting this definition shall not be classified as equipment. Purchase of equipment must be approved in advance by the contract manager.
- (13) "Fee for Service" shall mean a contract or subcontract where the amount of reimbursement is a negotiated fixed rate of pay based on performance of defined unit of service such as per treatment, per hour or per session.
- (14) "Personal property" shall mean property of any kind except real property, either tangible or intangible.
- (15) "Price related " shall mean a contract or subcontract where the amount of reimbursement is related to market prices for services, and without consideration of the contractor's or subcontractor's actual or anticipated costs.
- (16) "Real property" shall mean land, land improvements, structures, and appurtenances thereto, but excluding movable machinery and equipment.
- (17) "Subcontract" shall mean any agreement for compensation between the contractor and a subcontractor, or between a subcontractor and another subcontractor, to provide property, services or construction needed in performance of the contract.
- (18) "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.
- (19) "Supplies" shall mean tangible personal property other than equipment.
- (20) "Third party" shall mean an individual or organization other than the Department, the contractor, any subcontractor or any departmental client.
- (21) "Usual charge" shall mean the charge which the contractor or subcontractor most frequently charges non-departmental clients or purchasers for a similar service, activity or procedure.
- (22) "Working capital" shall mean a fund balance accumulated and maintained for a period of more than twelve months, or remaining at the termination or expiration of a contract, which is not segregated in a reserve account and is used primarily to maintain the entity's cash flow.

#### REIMBURSABLE COSTS

- (1) Reimbursable costs shall include costs which are necessary for the proper and efficient performance of the contract, are reasonable and allocable to the contract and are allowable under the provisions of this exhibit.
- (2) Reimbursable costs include costs incurred in paying subcontractors for fulfilling or assisting the contractor to fulfill the contractor's obligations to the Department.

- (a) If the subcontract is price related, the reimbursable cost of the subcontract shall be the share of payments to the subcontractor which equals the usual charge or the customary charge, whichever is less. If the subcontractor has only departmental clients, the reimbursable cost shall be the share of payments to the subcontractor which equal the customary charge.
- (b) If the subcontract is cost related, the reimbursable cost of the subcontract shall be the share of payments to the subcontractor for subcontractor costs which are necessary for the proper and efficient performance of the contract, are reasonable and allocable to the subcontract and are allowable under the provisions of this exhibit. If the cost-related subcontractor is a for-profit entity, reimbursable costs may also include payments for ordinary profit, provided such profit is computed on a basis other than a percentage of contract costs. Costs used to determine subcontract payments may be either actual costs during the contract period or estimated costs for the contract period based on actual costs in a prior period, and may be either costs of the subcontractor or costs of a class or subclass of facilities providing similar services, activities or procedures.
- (c) If the subcontract is fee for service, the reimbursable cost of the subcontract shall be the share of the payments based on an established rate structure set by laws, regulation or policy, or may be based on cost information provided by the contractor during a competitive solicitation or contract negotiations.

#### REASONABLENESS

- (1) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent and reasonable person under circumstances prevailing at the time the decision was made to incur the cost.
- (2) In determining the reasonableness of a given cost, the following shall be given careful consideration:
  - (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the contractor or the performance of the contract.  
Whether the cost was incurred after the contractor complied with sound business practices, including arm's length bargaining.
  - (b) Whether the contractor acted with prudence in the circumstances considering its responsibilities to the organization, its members, employees, clients, the public at large, and the Department.
  - (c) Whether the contractor deviated from established practices of the contractor, which may unjustifiably increase the cost.

#### ALLOCABLE COSTS

- (1) A cost is allocable to the contract if all of the following conditions are met:
  - (a) It is assignable or chargeable to the contract in accordance with the relative benefit received because either:
    - (i) It was incurred specifically and solely for the performance of the contract; or
    - (ii) It benefits both contract and non-contract objectives and can be distributed between them in reasonable proportion to the benefits received; or
    - (iii) It is necessary for the overall operation of the contractor even if a direct relationship to the contract cannot be shown.

(b) It is not allocable to or included as a cost of any other contract, grant, agreement or program in either the present or any prior period, or used as cost-sharing or matching for another contract or grant, except when the contract specifically authorizes such duplicate allocation.

(c) It is accorded consistent treatment with costs of a similar nature.

- (2) Contract-Specific Direct Costs: If a cost is allocable to the contract pursuant to subsection (l)(a)(i) of this section, the entire amount may be charged to the contract.
- (3) Shared Direct Costs: If a cost is allocable to the contract pursuant to subsection (l)(a)(ii) of this section, the charge shall be considered to be in reasonable proportion to the benefits received if the charge is based on time distribution records, random moment time samples, equivalent work units, or space utilization. Other equitable methods may be used with the prior approval of the Department. Allocation of charges based on revenue distribution is not an acceptable method.
- (4) Indirect Costs: If a cost is allocable to the contract pursuant to subsection (l)(a)(iii) of this section, the charge shall be considered to be in proportion to benefits received if it is based on the total distribution of costs allocated pursuant to subsections (2) and (3) of this section, or if it is based on staff time directly spent in contract and non-contract activities. Other equitable methods may be used with the prior, written approval of the Department.
- (5) Contractors and cost-related subcontractors shall maintain a current cost allocation plan describing how costs are allocated.
- (6) Department approvals required in subsections (3) and (4) of this section shall be obtained by submitting a cost allocation plan to the contract manager. The cost allocation plan shall identify the period of time covered by the plan, the cost items to be allocated, the allocation method, the program areas to which costs are allocated, and the resulting allocations using budgeted costs. Copies of indirect cost allocation plans submitted for federal grant purposes may be used to apply for Department approval under subsection (4) of this section.

## ALLOWABLE COSTS

A cost is allowable if:

- (1) It is authorized or not prohibited by federal, state, or local laws and regulations.
- (2) It conforms to any limitations or exclusions set forth in the contract terms and approved budget, or in applicable state or federal law or regulation.
- (3) It is approved in advance and in writing by the Department, if it is a cost requiring approval.
- (4) It is not an unallowable cost.
- (5) It is consistent with policies, regulations, directives, and procedures of the contractor.
- (6) It is accorded consistent treatment through application of generally accepted accounting principles.
- (7) It is adequately documented in source records such as payroll registers and invoices.
- (8) It is the net of all applicable credits, such as purchase discounts, rebates, and allowances.

## COSTS ALLOWABLE WITH PRIOR APPROVAL

Costs described in this section are allowable only if they are approved in advance by the Department. Approval shall be deemed given if the cost is specifically identified in the contract budget or other clause or attachment to the contract. Approval of costs not specifically identified in the contract shall be made by letter or other document which sets forth the nature and amount of the approved cost and the contract for which it is allowed.

- (1) Client cash payments: Any direct cash payments to departmental clients are allowable only with prior written approval of the Department.
- (2) Capital expenditures: Cost of acquiring by purchase or capitalized lease land, buildings, or equipment and cost of repair, remodeling, renovation, or improvements which would materially increase the value or useful life of buildings are allowable only with the prior written approval of the Department.
- (3) Training and education: Cost of training which requires staff to be relieved of regular duties for more than ten working days per training event is allowable only upon prior written approval of the Department.
- (4) Purchase of equipment must be approved in advance by the contract manager. Title to equipment shall vest in the Department of Social and Health Services unless otherwise determined by the contract manager at the time of purchase.

## INTEREST EXPENSE

- (1) Interest on borrowed funds is treated differently depending on the source of funds reimbursing the cost.
  - (a) Costs incurred for interest on borrowed capital or temporary use of endowment funds, however represented, are unallowable as reimbursable costs against a federal grant.
  - (b) Interest on borrowed funds is allowable against state funding if the interest expense meets the applicable requirements of this section.
- (2) Interest on borrowed funds used to purchase equipment or real property is allowable against state funding with the prior written approval of the Department.
- (3) Interest on borrowed funds used to create, replenish, or maintain working capital is allowable against state funding, if the following conditions are met:
  - (a) Working capital is depleted due to unusual cash flow, such as abnormally high costs or delays in reimbursement; or working capital has been insufficient for an extended period of time, because the contractor or subcontractor has insufficient eligible income in excess of expenses to accumulate adequate working capital.
  - (b) The borrowed funds are not used to supplant funds which otherwise would be available to finance working capital. Borrowed funds shall be considered to supplant contractor working capital if a decision to deplete working capital is evident, whether the working capital is depleted before or after the arrangements to borrow funds are made.
  - (c) The working capital in aggregate does not exceed ninety days cash flow.
  - (d) The interest expense is approved in advance and in writing by the Department.



- (4) Approval shall be deemed given if the interest cost is specifically identified in the contract budget or other clause or attachment to the contract. Approval of interest cost not specifically identified in the contract shall be made by letter or other document which sets forth the nature and amount of the approved cost and the contract under which it is allowed.

#### UNALLOWABLE COSTS

The following costs are unallowable, whether incurred directly by the contractor or any cost related subcontractor:

- (1) Bad debts: Any losses arising from uncollectible accounts and other claims and related costs are unallowable. In double entry accounting systems, write-offs of client fees deemed uncollectible shall be treated as adjustments to revenue.
- (2) Chief executive: The salaries and expenses of the chief executive of a political subdivision are unallowable.
- (3) Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.
- (4) Contributions and donations: Costs of a contractor or subcontractor in the form of contributions and donations to other organizations, including costs of donated services and property, are unallowable.
- (5) Depreciation of state financed property: Costs of depreciation of departmental property are unallowable.
- (6) Entertainment: Costs of amusements, social activities, and incidental costs relating thereto such as meals, beverages, lodging, rentals, transportation, and gratuities are unallowable, except for costs of entertainment specifically for departmental clients and necessary expenses of staff who supervise departmental clients on contractor or subcontractor sponsored activities.
- (7) Fines and penalties: Costs resulting from violations of or failure to comply with federal, state, and local laws and regulations are unallowable.
- (8) First class air accommodations: The difference in cost between first class air accommodations and less-than-first class air accommodations is unallowable, except when less-than-first class air accommodations are not reasonably available.
- (9) Fund raising: Costs of organized fund raising are unallowable.
- (10) Legal fees to bring suit against federal or state government: The cost of legal expenses for the prosecution or defense of claims by or against the federal or state government is unallowable.
- (11) Legislative expenses: The salaries and other expenses of county councilmen or councilwomen, supervisors, commissioners, etc., whether incurred for the purposes of the legislation or executive direction, are unallowable.
- (12) Lobbying expenses: The cost of attempting to influence legislation pending before any federal or state legislative body is unallowable except as provided for in RCW 42.17.190.
- (13) Losses: Costs of actual losses which could have been covered either by insurance or by contributions to a self-insurance reserve are unallowable, except for losses not covered under nominal deductible insurance coverage and minor losses not covered by insurance which occur in the ordinary course of operations, such as spoilage and breakage.

- (14) Memberships: Costs of memberships for individuals in civic, business, technical or professional organizations are unallowable. Costs of contractor or subcontractor memberships in any organization whose predominate activity is influencing legislation are unallowable.
- (15) Under-recovery of costs in other contract agreements: Any costs incurred in excess of the federal and state contribution under any other contract agreement is unallowable.

UNALLOWABLE COSTS; FEDERAL ALCOHOL, DRUG ABUSE, and MENTAL HEALTH SERVICES BLOCK GRANT

- (1) Unless an explicit and specific federal waiver is obtained, the following costs are unallowable under any contract which includes federal alcohol, drug abuse and mental health services block grant funds:
  - (a) Costs of hospital inpatient services;
  - (b) Cash payments to departmental clients;
  - (c) Cost of purchase or permanent improvement of land or facilities, other than minor remodeling;
  - (d) Cost of purchase of major medical equipment, with an acquisition cost in excess of \$5,000;
  - (e) Costs used as cost-sharing or matching for other federal funds requiring nonfederal matching funds;
  - (f) Costs of financial assistance to any entity which is not either public or nonprofit; or
  - (g) Costs that in effect supplant or otherwise reduce the amount of state or local funds that would have been used for alcoholism, drug abuse or mental health programs in the absence of federal block grant funding. For the purposes of this section, supplantation shall be deemed to occur if the amount of state or local funds used is less than the amount expended during federal fiscal year ending September 30, 1981.
  - (h) Carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
  - (i) Carry out any testing for the etiologic agent for acquired immune deficiency syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling.
  - (j) EXCESS SALARY: By law, none of the funds awarded can be used to pay salary of an individual at a rate in excess of the Executive Level I, which is \$181,100 annually.
  - (k) Youth tobacco enforcement.
- (2) The use of federal funds to influence or attempt to influence the award of, or amendment to, any federal contract, grant, loan, or cooperative agreement is prohibited.
  - (a) The use of funds other than federal funds for such purposes shall require the contractor to submit all required federal and state forms disclosing such lobbying activity.
  - (b) The contractor must include this language in any contracts resulting from this agreement and that all subrecipients understand and agree to these terms.

(3) Costs that are unallowable under subsection (1) of this section are allowable using state funds if all of the following conditions are met:

- (a) The contract includes state funds at least equal to the total amount of all items of cost under consideration;
- (b) If the costs are incurred by a subcontractor, the subcontract document clearly indicates only state funds are included in the subcontract; and
- (c) The cost is otherwise allowed.

**Exhibit B**

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)  
WA-PFS 2018**

|   |   |
|---|---|
| (i) Subrecipient name (which must match the name associated with its unique entity identifier);   | Whatcom County  |
| (ii) Subrecipient's unique entity identifier; (DUNS)  | 060044641   |
| (iii) Federal Award Identification Number (FAIN);   | SP020155  |
| (iv) Federal Award Date (see §200.39 Federal award date);   | 9/13/2018   |
| (v) Subaward Period of Performance Start and End Date;  | 9/30/18-9/29/23   |
| (vi) Amount of Federal Funds Obligated by this action;  | \$41,850  |
| (vii) Total Amount of Federal Funds Obligated to the subrecipient;  | \$41,850  |
| (viii) Total Amount of the Federal Award;   | \$11,300,000 (9/30/18-9/29/23)  |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);                                | State Incentive Grant -Strategic Prevention Framework – prevention services   |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,  | SAMHSA<br>WA State Health Care Authority<br>Keri Waterland, Assistant Director DBHR<br>626 8th Ave SE; Olympia, WA 98504-5330<br><a href="mailto:keri.waterland@hca.wa.gov">keri.waterland@hca.wa.gov</a> |
| (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.243<br><input type="checkbox"/>  |
| (xii) Identification of whether the award is R&D; and   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).  | de minimis (10%)  |

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)  
State Targeted Response (STR)**

|   |  |
|---|--|
| (i) Subrecipient name (which must match the name associated with its unique entity identifier);   | Whatcom County   |
| (ii) Subrecipient's unique entity identifier; (DUNS)  | 060044641  |
| (iii) Federal Award Identification Number (FAIN);   | H79T1026803  |
| (iv) Federal Award Date (see §200.39 Federal award date);   | 4/14/2019  |
| (v) Subaward Period of Performance Start and End Date;  | 7/1/19 to 4/30/2020  |
| (vi) Amount of Federal Funds Obligated by this action;  | \$18,571   |
| (vii) Total Amount of Federal Funds Obligated to the subrecipient;  | \$18,571   |
| (xiii) Total Amount of the Federal Award;   | \$11,790,256   |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);                                | WA-STR addresses the Opiate Epidemic   |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,  | SAMHSA<br>WA State Health Care Authority<br>Keri Waterland, Assistant Director<br>DBHR<br>626 8 <sup>th</sup> Ave SE; Olympia, WA 98504-5330 |
| (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.788   |
| (xii) Identification of whether the award is R&D; and   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).  | de minimis (10%)   |

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)  
Substance Abuse Block Grant**

|   |   |
|---|---|
| (i) Subrecipient name (which must match the name associated with its unique entity identifier);   | Whatcom County  |
| (ii) Subrecipient's unique entity identifier; (DUNS)  | 060044641   |
| (iii) Federal Award Identification Number (FAIN);   | TM010056  |
| (iv) Federal Award Date (see §200.39 Federal award date);   | 09/27/2018  |
| (v) Subaward Period of Performance Start and End Date;  | 7/1/19 to 6/30/21   |
| (vi) Amount of Federal Funds Obligated by this action;  | \$321,220   |
| (vii) Total Amount of Federal Funds Obligated to the subrecipient;  | \$321,220   |
| (xiii) Total Amount of the Federal Award;   | FY17 \$37,785,106<br>FY18 \$38,053,643  |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);                                | Substance Abuse Prevention and Treatment Block Grant  |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,  | SAMHSA<br>WA State Health Care Authority<br>Keri Waterland, Assistant Director DBHR<br>626 8th Ave SE; Olympia, WA 98504-5330<br><a href="mailto:Keri.waterland@hca.wa.gov">Keri.waterland@hca.wa.gov</a> |
| (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.959  |
| (xii) Identification of whether the award is R&D; and   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).  | 5%  |

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)  
WA-SOR**

|   |   |
|---|---|
| (i) Subrecipient name (which must match the name associated with its unique entity identifier);   | Whatcom County  |
| (ii) Subrecipient's unique entity identifier; (DUNS)  | 060044641   |
| (iii) Federal Award Identification Number (FAIN);   | T1081705  |
| (iv) Federal Award Date (see §200.39 Federal award date);   | 9/19/18   |
| (v) Subaward Period of Performance Start and End Date;  | 7/1/19-9/29/20  |
| (vi) Amount of Federal Funds Obligated by this action;  | \$77,129  |
| (vii) Total Amount of Federal Funds Obligated to the subrecipient;  | \$77,129  |
| (viii) Total Amount of the Federal Award;   | \$21,573,093  |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);                                | WA-SOR addresses the Opiate Epidemic by increasing treatment and prevention activities  |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,  | SAMHSA<br>WA State Health Care Authority<br>Keri Waterland, Assistant Director DBHR<br>626 8th Ave SE; Olympia, WA 98504-5330<br><a href="mailto:keri.waterland@hca.wa.gov">keri.waterland@hca.wa.gov</a> |
| (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.788  |
| (xii) Identification of whether the award is R&D; and   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).  | de minimis (10%)  |

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331) – PFS 2013**

|   |   |
|---|---|
| (i) Subrecipient name (which must match the name associated with its unique entity identifier);   | Whatcom County  |
| (ii) Subrecipient's unique entity identifier; (DUNS)  | 060044641   |
| (iii) Federal Award Identification Number (FAIN);   | SP020155  |
| (iv) Federal Award Date (see §200.39 Federal award date);   | 06/12/2015  |
| (v) Subaward Period of Performance Start and End Date;  | 7/1/19 – 9/29/29  |
| (vi) Amount of Federal Funds Obligated by this action;  | \$0   |
| (vii) Total Amount of Federal Funds Obligated to the subrecipient;  | \$0   |
| (viii) Total Amount of the Federal Award;   | \$2,103,524 FY 17 (07/01/18 – 09/29/19)   |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);                                | Washington State Strategic Prevention Framework Partnerships for Success Project  |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,  | SAMSHA<br>Washington State DSHS<br>Chris Imhoff, Director<br>PO Box 45330<br>Olympia, WA 98504-5330<br><a href="mailto:IMHOFC@dshs.wa.gov">IMHOFC@dshs.wa.gov</a> |
| (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.243  |
| (xii) Identification of whether the award is R&D; and   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).  | de minimis (10%)  |



**Data Security Requirements**

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access HCA Confidential Information.
  - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
  
2. **Data Transport.** When transporting HCA Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or OPSI's internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
  
3. **Protection of Data.** Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For HCA Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by HCA on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access HCA Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by HCA on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. Paper documents. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by HCA staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify HCA staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. Data storage on portable devices or media.
  - (1) Except where otherwise specified herein, HCA Data shall not be stored by Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
- (e) Using check-in/check-out procedures when they are shared, and
- (f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with HCA Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

(1) HCA data may be stored on portable media as part of Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while HCA Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) HCA Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while HCA Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

#### **4. Data Segregation.**

- a. HCA Data must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by Contractor, all HCA Data can be identified for return or destruction. It also aids in determining whether HCA Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. HCA Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-HCA data. And/or,

- c. HCA Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to HCA Data. And/or,
- d. HCA Data will be stored in a database which will contain no non-HCA data. And/or,
- e. HCA Data will be stored within a database and will be distinguishable from non-HCA data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, HCA Data will be physically segregated from non-HCA data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate HCA Data from non-HCA data, then both the HCA Data and the non-HCA data with which it is commingled must be protected as described in this exhibit.

**5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to HCA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

| Data stored on:  | Will be destroyed by:   |
|--|---|
| Server or workstation hard disks, or<br><br>Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs | Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or<br><br>Degaussing sufficiently to ensure that the Data cannot be reconstructed, or<br><br>Physically destroying the disk |
| Paper documents with sensitive or Confidential Information   | Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.   |
| Paper documents containing Confidential Information requiring special handling (e.g. protected health information)                         | On-site shredding, pulping, or incineration   |
| Optical discs (e.g. CDs or DVDs)   | Incineration, shredding, or completely defacing the readable surface with a coarse abrasive   |
| Magnetic tape  | Degaussing, incinerating or crosscut shredding  |

**6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of HCA shared Data must be reported to the HCA Contact designated in the Contract within one (1) business day of discovery. If no HCA Contact is designated in the Contract, then the notification must be reported to the HCA Privacy Officer at [HCAprivacyofficer@HCA.wa.gov](mailto:HCAprivacyofficer@HCA.wa.gov). Contactor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA.

7. **Data shared with Subcontractors.** If HCA Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If Contactor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the HCA Contact specified for this contract for review and approval.

## Exhibit D

**AWARD AND REVENUES**  
**2019-2021 Biennium**  
**CONTRACTOR NAME:** Whatcom County  
**CONTRACT NUMBER:** K3950  
**COUNTY:** Whatcom

**COMMUNITY/COALITION:** Ferndale

*The above named Contractor is hereby awarded the following amounts for the purposes listed.*

| REVENUE SOURCE CODE:       | TYPE OF SERVICE                               | AWARD AMOUNTS    |                  |                      |
|----------------------------|---|------------------|------------------|----------------------|
|                            |   | SFY20            | SFY21            | Total 19-21 Biennium |
| 333.99.59                  | SABG Prevention (7.1.19-6.30.21)              | \$80,305         | \$80,305         | \$160,610            |
| 334.04.6X                  | GF-State- Admin (for SABG Prevention)         | \$6,983          | \$6,983          | \$13,966             |
| 334.04.6X                  | Dedicated Marijuana Account-Fund 315-State    | \$22,712         | \$22,712         | \$45,424             |
| 333.92.43                  | 2018 PFS-Total                                | \$               | \$               | \$                   |
|                            | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                  |                      |
|                            | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$               |                      |
| 333.92.43                  | 2013 PFS No Cost Extension (7.1.19-9.29.19)   | \$               | \$               | \$                   |
| 333.37.88                  | SOR-Total                                     | \$               | \$               | \$                   |
|                            | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                  |                      |
|                            | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$               |                      |
| 333.37.88                  | SOR Supplemental-Total                        | \$               | \$               | \$                   |
|                            | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                  |                      |
|                            | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$               |                      |
| 333.37.88                  | STR No Cost Extension-Total (8.15.19-4.30.20) | \$               | \$               | \$                   |
| <b>Total Federal Funds</b> |   | <b>\$80,305</b>  | <b>\$80,305</b>  | <b>\$160,610</b>     |
| <b>Total State Funds</b>   |   | <b>\$29,695</b>  | <b>\$29,695</b>  | <b>\$59,390</b>      |
| <b>TOTAL ALL AWARDS</b>    |   | <b>\$110,000</b> | <b>\$110,000</b> | <b>\$220,000</b>     |

**Federal CFDA:**

**Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Funding period(s): 7.1.19-6.30.21; Funds may be used in SFY 20 or 21 up to the total biennium award as indicated above.

**General Fund State (GF-S), Admin (for SABG Prevention)**

Funding period(s): 7.1.19-6.30.20 (SFY 20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

**Dedicated Marijuana Account (DMA) Fund 315 State.**

Funding period(s): 7.1.19-6.30.20 (SFY20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

**2018 Partnerships for Success (PFS), CFDA 93.243, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used only in the FFY in which they are awarded as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**2013 PFS, Partnerships for Success (PFS) No Cost Extension**

Funding period 7.1.19-9.29.19; Funds must be used in this time period

**State Opioid Response (SOR), CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**State Opioid Response (SOR) Supplemental, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**State Targeted Response (STR) to the Opioid Crisis No Cost Extension, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Funding period 8.15.19-4.30.20; Funds must be used in this time period.

**AWARD AND REVENUES  
2019-2021 Biennium**

**CONTRACTOR NAME:** Whatcom County

**CONTRACT NUMBER:** K3950

**COUNTY:** Whatcom

**COMMUNITY/COALITION:** Mt Baker

*The above named Contractor is hereby awarded the following amounts for the purposes listed.*

| REVENUE SOURCE CODE: | TYPE OF SERVICE                               | AWARD AMOUNTS    |                 |                      |
|----------------------|---|------------------|-----------------|----------------------|
|                      |   | SFY20            | SFY21           | Total 19-21 Biennium |
| 333.99.59            | SABG Prevention (7.1.19-6.30.21)              | \$               | \$              | \$                   |
| 334.04.6X            | GF-State- Admin (for SABG Prevention)         | \$               | \$              | \$                   |
| 334.04.6X            | Dedicated Marijuana Account-Fund 315-State    | \$               | \$              | \$                   |
| 333.92.43            | 2018 PFS-Total                                | \$31,350         | \$10,500        | \$41,850             |
|                      | Year 1 FFY19 (7.1.19-9.29.19)                 | \$0              |                 |                      |
|                      | Year 2 FFY20 (9.30.19-9.29.20)                | \$31,350         | \$10,500        |                      |
| 333.92.43            | 2013 PFS No Cost Extension (7.1.19-9.29.19)   | \$               | \$              | \$                   |
| 333.37.88            | SOR-Total                                     | \$60,079         | \$17,050        | \$77,129             |
|                      | Year 1 FFY19 (7.1.19-9.29.19)                 | \$8,929          |                 |                      |
|                      | Year 2 FFY20 (9.30.19-9.29.20)                | \$51,150         | \$17,050        |                      |
| 333.37.88            | SOR Supplemental-Total                        | \$               | \$              | \$                   |
|                      | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                 |                      |
|                      | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$              |                      |
| 333.37.88            | STR No Cost Extension-Total (8.15.19-4.30.20) | \$18,571         | \$              | \$18,571             |
|                      | <b>Total Federal Funds</b>                    | <b>\$110,000</b> | <b>\$27,550</b> | <b>\$137,550</b>     |
|                      | <b>Total State Funds</b>                      | <b>\$0</b>       | <b>\$0</b>      | <b>\$0</b>           |
|                      | <b>TOTAL ALL AWARDS</b>                       | <b>\$110,000</b> | <b>\$27,550</b> | <b>\$ 137,550</b>    |

**Federal CFDA:**

**Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Funding period(s): 7.1.19-6.30.21; Funds may be used in SFY 20 or 21 up to the total biennium award as indicated above.

**General Fund State (GF-S), Admin (for SABG Prevention)**

Funding period(s): 7.1.19-6.30.20 (SFY 20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

**Dedicated Marijuana Account (DMA) Fund 315 State.**

Funding period(s): 7.1.19-6.30.20 (SFY20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

**2018 Partnerships for Success (PFS), CFDA 93.243, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used only in the FFY in which they are awarded as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**2013 PFS, Partnerships for Success (PFS) No Cost Extension**

Funding period 7.1.19-9.29.19; Funds must be used in this time period

**State Opioid Response (SOR), CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**State Opioid Response (SOR) Supplemental, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**State Targeted Response (STR) to the Opioid Crisis No Cost Extension, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Funding period 8.15.19-4.30.20; Funds must be used in this time period.

**AWARD AND REVENUES  
2019-2021 Biennium**

**CONTRACTOR NAME:** Whatcom County

**CONTRACT NUMBER:** K3950

**COUNTY:** Whatcom

**COMMUNITY/COALITION:** Shuksan - Bellingham

*The above named Contractor is hereby awarded the following amounts for the purposes listed.*

| REVENUE SOURCE CODE: | TYPE OF SERVICE                               | AWARD AMOUNTS    |                  |                      |
|----------------------|---|------------------|------------------|----------------------|
|                      |   | SFY20            | SFY21            | Total 19-21 Biennium |
| 333.99.59            | SABG Prevention (7.1.19-6.30.21)              | \$80,305         | \$80,305         | \$160,610            |
| 334.04.6X            | GF-State- Admin (for SABG Prevention)         | \$6,983          | \$6,983          | \$13,966             |
| 334.04.6X            | Dedicated Marijuana Account-Fund 315-State    | \$22,712         | \$22,712         | \$45,424             |
| 333.92.43            | 2018 PFS-Total                                | \$               | \$               | \$                   |
|                      | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                  |                      |
|                      | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$               |                      |
| 333.92.43            | 2013 PFS No Cost Extension (7.1.19-9.29.19)   | \$               | \$               | \$                   |
| 333.37.88            | SOR-Total                                     | \$               | \$               | \$                   |
|                      | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                  |                      |
|                      | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$               |                      |
| 333.37.88            | SOR Supplemental-Total                        | \$               | \$               | \$                   |
|                      | Year 1 FFY19 (7.1.19-9.29.19)                 | \$               |                  |                      |
|                      | Year 2 FFY20 (9.30.19-9.29.20)                | \$               | \$               |                      |
| 333.37.88            | STR No Cost Extension-Total (8.15.19-4.30.20) | \$               | \$               | \$                   |
|                      | <b>Total Federal Funds</b>                    | <b>\$ 80,305</b> | <b>\$80,305</b>  | <b>\$160,610</b>     |
|                      | <b>Total State Funds</b>                      | <b>\$29,695</b>  | <b>\$29,695</b>  | <b>\$59,390</b>      |
|                      | <b>TOTAL ALL AWARDS</b>                       | <b>\$110,000</b> | <b>\$110,000</b> | <b>\$220,000</b>     |

**Federal CFDA:**

**Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Funding period(s): 7.1.19-6.30.21; Funds may be used in SFY 20 or 21 up to the total biennium award as indicated above.

**General Fund State (GF-S), Admin (for SABG Prevention)**

Funding period(s): 7.1.19-6.30.20 (SFY 20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

**Dedicated Marijuana Account (DMA) Fund 315 State.**

Funding period(s): 7.1.19-6.30.20 (SFY20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

**2018 Partnerships for Success (PFS), CFDA 93.243, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used only in the FFY in which they are awarded as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**2013 PFS, Partnerships for Success (PFS) No Cost Extension**

Funding period 7.1.19-9.29.19; Funds must be used in this time period

**State Opioid Response (SOR), CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**State Opioid Response (SOR) Supplemental, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

**State Targeted Response (STR) to the Opioid Crisis No Cost Extension, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)**

Funding period 8.15.19-4.30.20; Funds must be used in this time period.