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

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

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

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

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

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

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

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

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

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

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

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

4.2 Prevention Training

4.2.1 Required Training in CPWI

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

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

4.2.2 Non-Required Training in CPWI

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

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

   i) Coalition building and/or community organization.

   ii) Capacity building regarding prevention theory and practice.

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

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

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

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

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

4.3 Reporting Requirements

4.3.1 Prevention Reporting Requirements

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

4.3.2 Prevention Activity Data Reports

Contractor shall:

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

B. Ensure accurate and unduplicated reporting.

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

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

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

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

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

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

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

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

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

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

4.3.3 Outcome Measures

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

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

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

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

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

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

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

4.3.4 Performance Work Statement/Evaluation.

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

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

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

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

B. HCA shall use the following protocol for evaluation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 2: TASK ORDER #02 – CPWI SCHOOL

Community Prevention and Wellness Initiative - School-Based Services

1. Purpose

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

2. Term

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

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

3. Contacts

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

4. Statement of Work

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

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

4.1 Coordination of Prevention Services.

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

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

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

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

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

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

c) Prevention activities (including Prevention Education series preparation)

d) Confidentiality requirements and practices

e) Intake procedures

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

g) Group counseling strategies

h) Referral procedures and practices

i) Data collection procedures

j) Pre-post evaluation protocols

k) Record-keeping practices

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

m) Establishing the program and relationships in the school.

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

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

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

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

a) Location of service and relevant description.

b) School(s) being served.

c) Name of the SAP and known credentials.

d) Anticipate start date of SAP services.

e) Funds source by SAP.

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

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

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

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

a) Location of service and relevant description.

b) School(s) being served.

c) Name of the SAP and known credentials.

d) Anticipate start date of SAP services.

e) Funds source by SAP.

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

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

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

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

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

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

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

4.2 Prevention Training

4.2.1 Required Training

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

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

i) Learning Community Meetings.

ii) Prevention Provider Meeting in the fall.

iii) Day one of the summer Coalition Leadership Institute.

iv) Monthly Contractor calls.

4.2.2 Non-Required Training in CPWI/SAPISP

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

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

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

4.3 Reporting Requirements

4.3.1 Prevention Reporting Requirements

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

4.3.2 Prevention Activity Data Reports

Contractor shall:

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

B. Ensure accurate and unduplicated reporting.

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

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

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

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

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

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

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

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

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

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

4.3.3 Performance Work Statement/Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

4.4 SAPISP Planning for Services

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

A. Contractual expectations and relationship between HCA and ESDs;

B. Reporting requirements and system for reporting;

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

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

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

F. Focus of SAP services including opportunities for enhancements;

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

H. SAPISP Training Plan for new hires.

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

ATTACHMENT 3: TASK ORDER #03 – CBO

Community Based Organization Services

1. Purpose

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

2. Term

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

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

3. Contacts

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

4. Statement of Work

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

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

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

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

4.1 Implementation of Prevention Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1 Contractors must follow funding specific requirements as outlined below:

4.1.1 SOR Program Requirements:

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

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

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

D. All contractors are required to:

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

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

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

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

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

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

4.1.2 DCA Program Requirements:

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

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

C. All contractors are required to at a minimum:

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

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

4.1.3 MHPP Program Requirements:

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

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

C. All contractors are required to at a minimum:

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

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

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

a) Must be delivered by certified YMHFA instructors;

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

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

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

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

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

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

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

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

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

4.1.4 Opioid Abatement Settlement Account (OASA) Program Requirements:

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

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

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

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

D. All contractors are required to:

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

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

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

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

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

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

4.2 Prevention Training

4.2.1 Required Training in CBO

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

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

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

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

4.2.2 Non-Required Training in CBO contracts

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

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

i) Coalition building and/or community organization.

ii) Capacity building regarding prevention theory and practice.

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

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

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

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

4.3 Reporting Requirements

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

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

4.3.1 Prevention Activity Data Reports

Contractor shall:

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

B. Ensure accurate and unduplicated reporting.

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

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

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

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

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

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

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

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

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

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

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

4.3.2 Outcome Measures

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

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

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

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

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

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

4.3.3 Performance Work Statement/Evaluation.

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

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

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

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

B. HCA shall use the following protocol for evaluation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 4: DATA SHARING TERMS

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

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

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

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

A. Program and service details such as:

i. Name of program

ii. Program length in time and date

iii. Target service populations

iv. Target age groups

v. Location of activity

vi. Number of participants

vii. Survey instruments used as well as fidelity plan

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

ix. EBP status

x. CSAP strategy and service code

xi. IOM category

xii. Target substance and behavioral health problem

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

2. HCA System Access Requirements and Process

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

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

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

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

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

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

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

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

3. Data Classification

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

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

3.1 ☐ Category 1 – Public Information

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

3.2 ☐ Category 2 – Sensitive Information

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

3.3 ☒ Category 3 – Confidential Information

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

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

B. Information concerning employee personnel records;

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

3.4 ☐ Category 4 – Confidential Information Requiring Special Handling

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

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

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

4. Constraints on Use of Data/Limited License

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

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

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

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

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

4.6 Derivative Data Product Review and Release Process.

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

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

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

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

A. Receiving Party must identify:

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

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

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

5. Data Modification(s)

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

6. Security of Data

6.1 Data Protection

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

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

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

6.2 Data Security Standards

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

6.3 Data Disposition and Retention

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

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

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality.

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

7.2 Non-Disclosure of Data

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

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

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

7.3 Penalties for Unauthorized Disclosure of Data

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

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

8. Data Shared with Subcontractors

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

9. Audit

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

10. Data Breach Notification and Obligations

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

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

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

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

C. A description of the types of PHI involved;

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

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

F. Any other information HCA reasonably requests.

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

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

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

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

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

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

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

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

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

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

11. HIPAA Compliance

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

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

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

12. Survival Clauses

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

ATTACHMENT A: DATA SECURITY REQUIREMENTS

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

2. Data Transmission

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

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

3. Protection of Data

Contractor agrees to store and protect Confidential Information as described:

3.1 Data at Rest:

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

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

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

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

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

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

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

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

e. Maintain an inventory of devices; and

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

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

4. Data Segregation

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

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

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

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

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

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

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

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

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

5. Data Disposition

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

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

6. Network Security

Contractor's network security must include the following:

6.1 Network firewall provisioning;

6.2 Intrusion detection;

6.3 Quarterly vulnerability assessments; and

6.4 Annual penetration tests.

7. Application Security

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

8. Computer Security

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

9. Offshoring

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

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

ATTACHMENT B: HCA SMALL NUMBERS STANDARD

1. Why do we need a Small Numbers Standard?

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

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

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

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

1. Scope

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

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

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

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

1.3 Those created for HCA-only internal use.

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

2. Approach

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

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

3. State and National Small Numbers Standards Considered

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

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

4. WA Health Care Authority Small Numbers Standard

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

5. HCA's Small Number Standard:

5.1 There are no automatic exemptions from this standard.

5.2 Standard applies for all geographical representations, including statewide.

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

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

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

5.6 (0 < n < 11 suppressed).

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

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

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

6. Small Numbers Examples

6.1 Example (Before Applying Standard)

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

6.2 Example (After Applying Standard)

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

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

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

6.3 Example (Suppression with no aggregation)

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

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

6.4 Example (Using aggregation instead of suppression)

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

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

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

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

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

Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information. For purposes of the pertinent Data Share Agreement, Confidential Information means the same as "Data."

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

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

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

User Assurance of Confidentiality

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

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

Signature

Print User's Name	User Signature	Date
Erika Lautenbach, Director	Erika Lautenbach	07/19/2023

ATTACHMENT D: CERTIFICATION OF DESTRUCTION/DISPOSAL OF CONFIDENTIAL INFORMATION

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

NAME OF CONTRACTOR:	CONTRACT #:

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

☐ DISPOSED OF/DESTROYED ALL COPIES

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

Description of Information Disposed of/ Destroyed:

Date of Destruction and/or Return:

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

Disposed of/Destroyed by:

Signature		Date
Printed Name:		
Title:		

ATTACHMENT 5: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

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

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact HCA DBHR Contract Task Order Manager.

a. Source of Funds as identified on the **A&R/FSI document**: In the event this agreement is being funded partially or in full through Cooperative Agreement, the full and complete terms and provisions of which are hereby incorporated into this Contract. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K6984**.

b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **A&R/FSI document** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.

c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR200, Subpart F and 45 CFR 75, Subpart F. A sub-awardee who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200. Subpart F and 45 CFR 75. Subpart F.

d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:

i. Deviations from the budget and Project plan.

ii. Change in scope or objective of the agreement.

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

iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.

v. Need for additional funding.

vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.

vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.

2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any

other project federal, state, and local requirements.

f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.

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

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

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

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

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

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

	OMB CIRCULAR		
ENTITY TYPE	**ADMINISTRATIVE REQUIREMENTS**	**COST PRINCIPLES**	**AUDIT REQUIREMENTS**
State. Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200, Subpart F and 45 CFR 75. Subpart F		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

I. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

I. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;

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

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

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

II. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;

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

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

IV. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

V. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

VI. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

VII. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

VIII. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

IX. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education

or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

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

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

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

III. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.

IV. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

V. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

VI. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HCA.

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

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

IX. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

X. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, HCA may terminate this transaction for cause or default.

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

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

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

b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Satpal Sidhu	Whatcom County Executive
Please also print or type name: Satpal Singh Sidhu	
ORGANIZATION NAME: (if applicable) Whatcom County	DATE 7/26/2023

ATTACHMENT 6: SAMHSA FEDERAL GENERAL TERMS AND CONDITIONS

SAMHSA Grants Management:

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

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

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

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

ATTACHMENT 7: SOR III – H79TI085727 TERMS AND CONDITIONS

SOR 2022 Special Terms and Conditions

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

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

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

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

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

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

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

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

9. SOR funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. SOR funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory and public policy. requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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

SAMHSA Standard Funding Restrictions

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

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

SAMHSA grant funds may not be used to:

A. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

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

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

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

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

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

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

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