

RESOLUTION 2024-0719

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A GRANT AWARD AND PROFESSIONAL SERVICES CONTRACT NO. K8049 BETWEEN WASHINGTON STATE HEALTH CARE AUTHORITY AND BENTON COUNTY FOR THE PURPOSE OF OPIOID TREATMENT NETWORK WITHIN THE BENTON COUNTY JAIL

WHEREAS, per Resolutions 2024-0076 and 2024-0369, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of \$601,380.00 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2024; and

WHEREAS, HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Professional Services Contract No. K8049 for MOUD services with a maximum amount of \$510,368.00 to be paid to Benton County; and

WHEREAS, the Chief of Corrections recommends accepting the grant funding to keep this important program going within the jail; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby accepts the grant award from Washington State Health Care Authority for a maximum amount of \$510,368.00, for the purpose of Medication for Opioid Use Disorder (MOUD) services as further outlined in the attached Professional Services Contract No. K8049 between Benton County and Washington State Health Care Authority; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign said contract between Benton County and Washington State Health Care Authority; and

BE IT FURTHER RESOLVED, the term of the attached contract commences September 30, 2024 and shall continue through September 29, 2025.

Dated this 22 day of October, 2024.

Attest.....
DocuSigned by:
Amanda Pearson
34825A975E034CE...
Clerk of the Board

DocuSigned by:
Jerome Selvin
7ED07603283E486...
Chairman

DocuSigned by:
Michael Alvarez
D6C6F57E34874E4...
Chairman Pro-Tem

DocuSigned by:
Will McKay
135987D784E74CF...
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

	PROFESSIONAL SERVICES CONTRACT for Opioid Treatment Network	HCA Contract Number: K8049 Contractor/Vendor Contract Number:
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THIS CONTRACT is made by and between the Washington State Health Care Authority, (HCA) and Benton, County of dba Benton County Corrections Department, (Contractor).

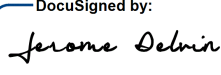
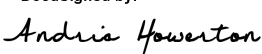
CONTRACTOR NAME Benton, County of		CONTRACTOR DOING BUSINESS AS (DBA) Benton County Corrections Department		
CONTRACTOR ADDRESS 620 Market Street	Street City Prosser	State WA	Zip Code 99350	
CONTRACTOR CONTACT Joshua Shelton, Custody Lieutenant	CONTRACTOR TELEPHONE 509-222-3789	CONTRACTOR E-MAIL ADDRESS Joshua.Shelton@co.benton.wa.us		
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

HCA PROGRAM	HCA DIVISION/SECTION Division of Behavioral Health & Recovery (DBHR)
HCA CONTACT NAME AND TITLE Megan Fowler Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-1011	HCA CONTACT E-MAIL ADDRESS Megan.fowler@hca.wa.gov

CONTRACT START DATE September 30, 2024	CONTRACT END DATE September 29, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$510,368.00
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PURPOSE OF CONTRACT:
 Develop an Opioid Treatment Network (OTN) to support individuals with Opioid Use Disorder. Provide medication for opioid use disorder (MOUD) to individuals with opioid use disorder and provide services to individuals with stimulant use disorder. Ensure warm hand-offs to network providers as needed.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE DocuSigned by:  75D076022825486...	PRINTED NAME AND TITLE Jerome Delvin Benton County Commissioner, Chairman	DATE SIGNED 10/22/2024
HCA SIGNATURE DocuSigned by:  F2E77F83F804D71...	PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator	DATE SIGNED 10/28/2024

Is *Jeff Aultman*, Benton County Civil DPA, approved as to form.

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Recitals.

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure Opioid Treatment Network Services; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and Benton, County of dba Benton County Corrections Department (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with Benton, County of dba Benton County Corrections Department will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to Benton, County of dba Benton County Corrections Department this Contract, the terms and conditions of which will govern Contractor's providing to HCA the Opioid Treatment Network Services.

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

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. DEFINITIONS

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

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Business Associate" means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

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

"Centers for Medicare and Medicaid Services" or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

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

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

“**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. For the purposes of this Contract, Confidential Information means the same as “Data”.

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

“**Contract Administrator**” means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

“**Contract Manager**” means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

“**Contractor**” means Benton, County of dba Benton County Corrections Department, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“**Covered Entity**” has the same meaning as defined in 45 C.F.R. 160.103.

“**Data**” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract.

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

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

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

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

“Electronic Protected Health Information” or **“ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

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

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

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

“Information and Communication Technology” or **“ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

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

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

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

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

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

“Proprietary Information” refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor’s Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

“Protected Health Information” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

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

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“**Subrecipient**” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

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

“**WAC**” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on **September 30, 2024**, and continue through **September 29, 2025**, unless terminated sooner as provided herein.
- 3.2.2 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **\$510,368.00**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Contractor's compensation for services rendered will be in accordance with Attachment 1, Statement of Work.
- 3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.

3.4.4 Invoices must be submitted to the HCA Contract Manager, megan.fowler@hca.wa.gov, with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

- A. The HCA Contract number;
- B. Contractor name, address, phone number;
- C. Description of services;
- D. Date(s) of delivery;
- E. Net invoice price for each item;
- F. Applicable taxes;
- G. Total invoice price; and
- H. Any available prompt payment discount.

3.4.5 HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

3.4.6 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment.

If the Contract is identified as funded by a federal grant, Contractor must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.

3.4.7 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

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

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the

authority to accept or reject the services provided and must approve Contractor’s invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	Joshua Shelton	Name:	Megan Fowler
Title:	Custody Lieutenant	Title:	Contract Manager
Address:	620 Market Street Prosser, WA 99350-1300	Address:	626 8 th Ave SE Olympia, WA 98504
Phone:	509-222-3789	Phone:	360-725-1011
Email:	Joshua.Shelton@co.benton.wa.us	Email:	Megan.fowler@hca.wa.gov

3.6 KEY STAFF

3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.

3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor’s Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor’s Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA’s compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Contractor, provide notification to the contact listed on the first page of this contract.

3.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

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

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

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Recitals;
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Attachment 3: Federal Compliance, Certifications and Assurances;
- 3.8.6 Attachment 4: SAMHSA Federal Fiscal Year 2024- Award Standard Terms;
- 3.8.7 Attachment 5: SAMHSA Harm Reduction Supplies 2024;
- 3.8.8 Attachment 6: SOR 2024 Special Terms and Conditions;
- 3.8.9 Attachment 7: SOR IV Allowable Activities;
- 3.8.10 Attachment 1: Statement(s) of Work, September 30, 2024- September 29, 2025;
and
- 3.8.11 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.
- 3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

- 3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

- 3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.
- 3.9.7 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement and at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDICATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA

may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

4.2.4 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with this section.

4.3 ADVANCE PAYMENT PROHIBITED

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

4.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including, but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

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

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's written approval prior to commencing such activities.

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

4.10 COVERED INFORMATION PROTECTION

4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and

Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) and any other amendments (HIPAA).

- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR’S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor’s information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor’s Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

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

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

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

4.15 ENTIRE AGREEMENT

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

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 4.17.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
 - A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is

exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.90.040. Violation of any of these laws or policies could result in termination of the contract and other penalties.

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

4.20 INDEMNIFICATION

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

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

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

4.22 LEGAL AND REGULATORY COMPLIANCE

- 4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.
- 4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

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

4.24 NO THIRD-PARTY BENEFICIARIES

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

4.25 NONDISCRIMINATION

- 4.25.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- 4.25.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 4.25.3 Default. Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 4.25.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties

imposed under Chapter 49.60, RCW. HCA shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe HCA for default under this provision.

4.26 OVERPAYMENTS TO THE CONTRACTOR

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

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed Substitute Senate Bill 5187, Sec 919 (2023 session), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

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

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal

government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively “Work Product”) will be considered a “*work made for hire*” as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of

publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.35 SUBCONTRACTING

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

- 4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SUBRECIPIENT

4.36.1 General

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

- A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- D. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- E. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or regulation;
- F. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or regulation; and
- G. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

4.36.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

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

4.36.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors*.

4.37 SURVIVAL

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

4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this

Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal

of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
- B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its

discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;

- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- F. Complete performance of any part of the work that was not terminated by HCA; and
- G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.41 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.42 TREATMENT OF ASSETS

4.42.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.42.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the

equipment shall be subject to HCA's security, administrative, and other requirements.

4.42.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.42.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.42.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.43 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.44 WARRANTIES

4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.44.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

- 4.44.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

ATTACHMENT 1: STATEMENT OF WORK

September 30, 2024 – September 29, 2025

1. Purpose

Develop an Opioid Treatment Network (OTN) to support individuals with Opioid Use Disorder (OUD), including:

- 1.1. Providing medications for Opioid Use Disorder (MOUD) to individuals with OUD, and/or co-occurring OUD;
- 1.2. Referring individuals to other behavioral health agencies as needed; and
- 1.3. Increasing Harm Reduction tools, services and supplies.

2. Guiding Principles

- 2.1. Provide MOUD initiation, referral, and treatment engagement to individuals prior to their transfer to the MOUD Treatment Site/Provider(s).
- 2.2. Ensure MOUD capacity is maintained at both the Initiation and MOUD Treatment Site/Provider(s).
- 2.3. Serve as the lead organization and recipient of funding for the development and implementation of an OTN model for individuals with an OUD.
- 2.4. Demonstrate responsible oversight of the OTN.
- 2.5. Ensure the MOUD Treatment Site/Provider(s) is working in coordination and meet the terms of the project, contract, goals and project deliverables, including participation in regularly scheduled leadership meetings and educational and technical assistance opportunities.
- 2.6. Ensure a low-barrier medication model as evidence by Contractor's unique site and functions.
- 2.7. Provide both agonist and antagonist MOUD medications (on-site or in relationship with a pharmacy) to facilitate initial inductions.
- 2.8. Lead a coordinated team and processes to provide intensive services by developing a central Initiation Site to provide MOUD, and a warm hand-off to a MOUD Treatment Site/Provider(s) for continuity of care.
- 2.9. Build, strengthen, and maintain referral relationships between Initiation Site and MOUD Treatment Site/Provider(s).
- 2.10. Identify, collaborate, and subcontract with MOUD Treatment Site/Provider(s) criteria includes, but not limited to:
 - 2.10.1. Support and embrace MOUD;
 - 2.10.2. Ensure policies and procedures are in place throughout the OTN to mitigate medication diversion.
 - 2.10.3. Ensure patient assessments and treatment are consistent with Diagnostic and Statistical Manual of Mental Disorders Fifth Edition (DSM-5) criteria.

2.11. Secure and maintain Release of Information (ROI) forms between Initiation Site and MOUD Treatment Site/Provider(s) that:

2.11.1. Meet federal confidentiality regulations.

2.11.2. Allow the release of patient identifying information.

2.11.3. Ensure the use of a certified Electronic Health Record (EHR).

2.11.4. Review Prescription Monitoring Drug Program data, when available and appropriate.

2.12. Training and Technical Assistance. Work collaboratively with University of Washington Addictions Drug & Alcohol Institute (ADAI) technical assistance staff to:

2.12.1. Identify training needs, and

2.12.2. Participate in peer-to-peer and educational learning opportunities including the utilization of EBPs.

3. Definitions

3.1. CSAT - Center for Substance Abuse Treatment

3.2. GPRA - Government Performance and Results Act

3.3. MOUD Treatment Site/Provider(s) – Subcontractors that work with the Contractor’s Initiation Site

3.4. Participant – An individual who meets eligibility criteria to receive State Opioid Response (SOR) services

3.5. RDA – Research and Data Analysis, a division of the Washington State Department of Social and Health Services

3.6. REDCap – Web-based HIPAA compliant data portal for grant reporting

4. Work Expectations

4.1. Meetings

4.1.1. Monthly Data Calls with RDA

4.1.1.1. Contractor Participants:

4.1.1.1.1. At least one (1) SOR-funded staff including;

4.1.1.1.2. OTN Data Collector and/or

4.1.1.1.3. OTN Project lead/administrator

4.1.2. Quarterly Meetings

4.1.2.1. Attendees will include Contractor, HCA Contract Manager, SOR partners, and presenters.

4.1.2.2. Discussion topics to include, but not limited to:

4.1.2.2.1. HCA Contract Manager Updates; including SAMHSA guidance, contract management;

4.1.2.2.2. DSHS/RDA SOR Data Collection updates;

4.1.2.2.3. UW-ADAI Training updates and technical assistance needs;

4.1.2.2.4. Contractor participation and attendance;

4.1.2.2.5. Additional topics as needed, and as approved by HCA Contract Manager.

4.1.3. **Ad-hoc Meetings and Trainings.** Additional meetings as required or deemed necessary by HCA Contract Manager.

4.2. Reports

4.2.1. Monthly reports and invoice shall be submitted to HCA upon receipt of DSHS/RDA reports.

4.2.2. Contractor reports provided to HCA include:

4.2.2.1. HCA Contract Manager will provide Contractor with a report template within ten (10) days of Contract execution.

4.2.2.2. Contractor will use the HCA template provide monthly reports to HCA Contract Manager for approval.

4.2.2.3. Components will include, but not limited to, the following:

4.2.2.3.1. SOR funded activities that occurred this month (e.g. harm reduction supplies and services, GPRA incentives, transportation vouchers);

4.2.2.3.2. Outreach activities that occurred this month;

4.2.2.3.3. Updates to barriers and successes;

4.2.2.3.4. Training and technical assistance needs;

4.2.2.3.5. Staff changes;

4.2.2.3.6. Success stories, with anonymity and no way to trace back to any certain individual.

4.2.2.3.7. Addressing health disparities and supporting Culturally and Linguistically Appropriate Services (CLAS); and

4.2.2.3.8. Additional information as needed, and as approved by HCA Contract Manager.

4.2.3. Special Reports

4.2.3.1. Contractor will submit two (2) reports to HCA Contract manager using HCA template. Components will include but not limited to the following:

4.2.3.1.1. Complete a SOR program sustainability assessment, addressing SUD in special populations and/or determined by HCA Contract Manager.

4.2.4. **RDA Reports to HCA.** RDA provides a monthly and annual report to HCA that includes activities included in this Contract.

4.2.4.1. Contractor will maintain accurate and consistent data reporting through REDCap and monthly invoices, consistent with the RDA report.

4.2.4.2. Components include, but not limited to:

4.2.4.2.1. Number of SOR IV enrollees;

4.2.4.2.2. Monthly outreach activities, and

4.2.4.2.3. Engagement rate.

4.2.5. **Other Reports Requested by HCA.** Contractor will assist in the preparation of, but not limited to, the following:

4.2.5.1. Annual, bi-annual reports requested by SAMHSA or their designee.

4.2.5.2. Legislative reports or data requests.

4.2.5.3. Other, as approved by HCA Contract Manager.

4.3. **Provide Services.** Begin providing services at the Initiation Site and MOUD Treatment Site/Provider(s) no later than September 30, 2024;

4.3.1. **OTN Staffing**

4.3.1.1. **General**

4.3.1.1.1. Any staff with sufficient training may contribute to data collection activities.

4.3.1.1.2. Determine if each individual, for whom data is collected, meets SOR III requirements.

4.3.1.1.3. Collect specified data on every individual inducted (beginning a new episode of MOUD Treatment Site/Provider(s)) at the Initiation Site.

4.3.1.1.4. Develop and use specific tools, such as job descriptions and statements of work, in a consistent practice throughout the OTN.

4.3.1.1.5. Work collaboratively and responsively with RDA.

4.3.1.2. **Roles.** The following staff functions are required (individual staff may perform multiple functions):

4.3.1.2.1. **OTN Nurse Care Manager (NCM) shall:**

a. Provide medical support to the prescribing physicians or other waived practitioners.

b. Duties of the NCM will include, but are not limited to:

i. individual screening,

ii. MOUD education,

- iii. assisting with MOUD inductions,
- iv. taking vital signs,
- v. drug testing,
- vi. lab work,
- vii. medical assessments,
- viii. charting,
- ix. care planning,
- x. stabilization,
- xi. observation and maintenance,
- xii. ongoing coordination of follow-up care,
- xiii. relapse prevention, and
- xiv. support for an individual's self-management.

4.3.1.2.2. OTN Care Navigator shall:

- a. Expedites enrollment into Medicaid as necessary,
- b. Conducts screenings, assessments, and evaluations,
- c. Provides education,
- d. Coordinates referrals for MOUD,
- e. Assists with data collection requirements,
- f. Facilitates referrals for:
 - i. infectious disease screenings,
 - ii. housing,
 - iii. employment services,
 - iv. withdrawal management services,
 - v. transportation,
 - vi. OUD,
 - vii. behavioral health counseling,
- g. provide a warm hand-off to a MOUD provider upon an individual's transfer from any current treatments.

4.3.1.2.3. OTN Data Collection Coordinator (Coordinator) shall:

- a. Manage all data collection activities and serve as the liaison between the OTN, DBHR and RDA.
- b. Become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GPRA training)
- c. Be available and responsive to project evaluators.
- d. Always have a back-up person trained in this role to ensure consistent and timely reporting, with no delays.
- e. Participate in HCA and RDA trainings and technical assistance meetings.
- f. Oversight of all aspects of SOR data collection at the OTN, including, but not limited to coordination between the Initiation Site and the MOUD Treatment Site/Provider(s) as individuals move between those locations.
- g. Availability to work regularly with RDA Project Evaluator.

4.3.1.2.4. OTN MOUD Prescriber shall:

Employ and/or contract at least one (1) prescriber, and one (1) back-up prescriber (in case of primary prescriber absence) at the Initiation Site.

4.3.1.2.5. Contract Management/Accounting shall:

- a. Submit invoices for payment,
- b. Ensure ROIs are in place,
- c. Certify that agreements with other community partners are signed,
- d. Guarantee the contract deliverables are met including subcontractor's deliverables.

4.3.2. Initiation Site

4.3.2.1. Staffing for Initiation Site

- 4.3.2.1.1. Hiring and/or contracting a minimum of two (2) staff to cover the functions listed below at the Initiation Site.
- 4.3.2.1.2. Specific staffing arrangements are determined by Initiation Site.

4.3.2.2. Review circumstances to determine additional services. The Contractor shall:

- 4.3.2.2.1. Help facilitate the health insurance application and enrollment process for uninsured individuals.
- 4.3.2.2.2. Ensure the utilization of third-party payers and other revenues realized from provision of services, to the extent possible
- 4.3.2.2.3. Use Substance Abuse and Mental Health Services Administration's (SAMHSA) grant funds only for services:

- a. To individuals who are not covered by public or commercial health insurance programs, or
- b. That are not sufficiently covered by an individual's health insurance plan.

4.3.2.2.4. HIV/Viral Hepatitis

- a. Screen and refer HIV and Viral Hepatitis cases through a warm hand-off or treatment;
- b. Document services provided in EHR;

4.3.2.2.5. Report screenings or referrals for screening in RDA's REDCap data entry portal. Using EBPs such as MOUD, Cognitive Behavioral Therapy (CBT) or Motivational Interviewing (MI) for people who experience Opioid Use Disorder and/or Stimulant Use Disorder. If a referral is made, documentation is needed in individuals EHR or patient file.

4.3.2.2.6. For other behavioral health and ancillary services necessary to address the individual's holistic medical and recovery needs.

4.3.2.2.7. Adhere to SAMHSA's policies and guidelines pertaining to SOR grant including allowable use of funds. See Attachment 7 for allowable activities and services.

4.3.2.3. **Prioritization.** Contractor will be mindful that the following vulnerable populations may need additional assistance to address and eliminate barriers to access to treatment:

- 4.3.2.3.1. Individuals at highest risk of overdose and death;
- 4.3.2.3.2. MOUD services for Tribal members;
- 4.3.2.3.3. MOUD services for pregnant and parenting individuals;
- 4.3.2.3.4. MOUD services for people who use intravenous drugs;
- 4.3.2.3.5. Individuals with a dual diagnosis of OUD and Stimulant Use Disorder;
- 4.3.2.3.6. Individuals experiencing homelessness or unstable housing.
- 4.3.2.3.7. Adolescents with OUD and/or co-occurring OUD.

4.3.2.4. **Enroll new Participants. The Contractor shall:**

4.3.2.4.1. Initiate MOUD and enroll ten (10) SOR IV Participants per month beginning September 30, 2024;

4.3.2.4.2. Enter client treatment initiation and enrollment data, including completion of required GPRA surveys, on a monthly basis into RDA's REDCap data entry portal

4.3.2.4.3. Within five (5) business days of receiving the RDA Monthly Report, Contractor will:

- a. Enter the number of enrollments into the A-19 template.
- b. Provide the monthly A-19 to the HCA Contract Manager.

- c. Contractor will work with RDA and HCA Contract Manager to reconcile any enrollment discrepancies in the following month or at the end of the Contract period at a pro-rated basis.

4.3.2.5. **Site Visits.** Contractor will work with HCA Contract Manager to schedule site visits, virtual or in person, at least one (1) time per year.

4.4. Data Collection and Sharing

4.4.1. **Background.** The goal of this section is to ensure Contractor achieves compliance with SAMHSA's reporting requirements.

4.4.2. **RDA.** Work collaboratively with RDA as they fulfill the following roles:

4.4.2.1. Supervise data collection process;

4.4.2.2. Program evaluation;

4.4.2.3. Monitor data collection;

4.4.2.4. Provide:

4.4.2.4.1. all relevant data collection instruments;

4.4.2.4.2. training;

4.4.2.4.3. access to data entry tools, such as REDCap;

4.4.2.4.4. technical assistance to the OTN Data Coordinator regularly; and

4.4.2.4.5. technical assistance to staff, as needed.

4.4.3. Data Collection Components and Activities

4.4.3.1. All individuals inducted onto MOUD at the OTN must be entered into the relevant sections of RDA's REDCap data entry portal.

4.4.3.2. Upon induction onto MOUD, OTN staff will collect and enter the Participant Information and Event Forms into RDA's REDCap data entry portal, managed by the project evaluator.

4.4.3.3. Data shall be entered into the RDA REDCap data entry portal within seven (7) days of collection.

4.4.3.4. Contracted monthly targets for the number of individuals enrolled in SOR IV will be measured using data entered into the data portal.

4.4.3.5. Data shall be entered into the RDA REDCap data entry portal by the second Wednesday of each month in order to be counted towards your prior month's contractual target.

4.4.3.6. **GPRA Data Collection.** Participants that meet SOR IV enrollment requirements must complete the GPRA CSAT Intake, Follow-up and Discharge Surveys.

4.4.3.6.1. **GPRA Survey Requirements**

- a. The survey is based on the SAMHSA's CSAT GPRA Client Outcome Measurement Tool.
- b. The project evaluator may provide SAMHSA's modified version of the GPRA tool for use on this project.
- c. Facilitate all surveys via live person-to-person conversations, either in-person, by telephone or an online telehealth meeting, with the exception referenced in section 4.4.3.6.4, Discharge.
- d. **SOR IV Requirements.** A Participant requiring the GPRA survey is defined as the following and must meet all required criteria:
 - i. Individual inducted onto MOUD;
 - ii. Individual returns for second appointments; and
 - iii. Participant is seen by a SOR funded clinician.

4.4.3.6.2. **Intake.** At the point where the Participant is at the initial intake/enrollment process,

- a. Interview all individuals who meet SOR IV requirements.
- b. Complete the intake interview within four (4) days of the second appointment.
- c. Use only one (1) GPRA intake survey (the first enrollment) per individual.
- d. Enter intake survey information into RDA's data entry portal within seven (7) days of collection.

4.4.3.6.3. **Six-Month Follow Up.** Collect the follow-up survey when the Participant has been enrolled for six (6) months.

- a. Interview is required for all Participants with an intake survey regardless of their enrollment/discharge status at the time the survey is due.
- b. Surveys are open for three (3) months and open one (1) month before the six (6) month anniversary of the GPRA Intake Survey, and close at eight (8) months after the six (6) month anniversary.
- c. Contractor may use incentive funds to encourage hard-to-reach individuals to complete a follow-up survey, if the cost doesn't exceed the rate provided in Section 5, Deliverables Table.
- d. Follow-up surveys are not required after grant funding ends.
- e. Follow-up surveys are considered completed if you are able to locate the Participant and the Participant answers questions in the follow-up survey.
- f. **Performance Measure for Six (6) Month Follow Up.**
 - i. Achieve an eighty percent (80%) completion rate for the six (6) month survey point; indicating success in locating the Participant and the Participant answering questions in the interview.

- ii. Administrative follow-up surveys done without the Participant present do not count towards this measurement.

4.4.3.6.4. **Discharge.** Collect the discharge survey at the point where the Participant is discharged from grant services.

- a. The discharge survey is to be completed for all individuals who discontinue treatment at the OTN.
- b. For Participant lost to follow-up, a Participant is considered discharged from grant services if they have an unplanned absence of services for 30 days or more.
 - i. In these situations, an administrative discharge survey, which may be completed without the participant present, is permitted.
 - ii. If a participant returns for services after at least thirty (30) days of absence, they may be re-enrolled in the grant. If the participant has an intake survey, the contractor does not need to collect an additional intake survey. If the participant has an outstanding follow-up from their previous enrollment, this survey is still required.
- c. Participants that are still enrolled at the close of the grant do not require a discharge survey and will be transferred into the new grant period if they initiated treatment on or after May 1, 2024.
- d. Participants still engaged in services in the prior contract period who have met discharge criteria or who should have completed all three required GPRA surveys may not be enrolled in the new grant period unless they discontinue treatment services and re-enroll at a later date.
- e. Complete discharge surveys within fifteen (15) days of discharge.
- f. Any individual no longer receiving SOR funded services, per the requirements above, shall be discharged.

4.5. Provision of outreach and engagement activities

- 4.5.1. Enter Participant data by the second Wednesday of every month into RDA's REDCap data entry portal as receiving an induction, starting September 30, 2024.
- 4.5.2. Use rates provided in Section 5, Deliverables Table.
 - 4.5.2.1. MOUD inductions that do not meet SOR IV enrollment requirements (marked by the collection of a GPRA intake survey);
- 4.5.3. Outreach activities conducted monthly and as evidenced through the DBHR monthly report include, but not limited to:
 - 4.5.3.1. Community outreach and education activities
 - 4.5.3.2. Stimulant use disorder referrals;
 - 4.5.3.3. Referrals made post overdose, and

4.5.3.4. Other activities as approved by HCA Contract Manager and as evidenced through the DBHR monthly report.

4.6. Rate Incentives for Participant MOUD Treatment Engagement.

- 4.6.1. A participant I is considered engaged in MOUD treatment if they have any Medicaid coverage in the three months after SOR MOUD treatment initiation and a Medicaid claim for MOUD in at least one (1) of the three (3) months after their induction month.
- 4.6.2. A maximum of \$2,000 will be awarded for each month Contractor’s engagement rate meets or exceeds the “Standard” (specific percent is subject to change).
- 4.6.3. A maximum of \$1,000 will be awarded for each month Contractor’s engagement rate fails to meet or exceed the Standard but meets or exceeds the provider’s historical rate. The contractor’s historical rate may exceed the standard rate, in which case, the Contractor will still receive the \$2,000 award as outlined in section 4.6.2 by meeting the standard rate.
- 4.6.4. A total maximum payment of \$18,000 could be awarded and rates are determined by DSHS/RDA end of year report.
- 4.6.5. Historical rates are based on the average MOUD treatment engagement rates of SOR clients inducted by the provider in the previous contract year; September 30, 2023 – September 29, 2024.
- 4.6.6. This measure will be based on clients who are enrolled in Medicaid after release.

5. Deliverables Table

HCA Contract Manager may consider and approve requests to reallocate under-spent funds from one deliverable to another deliverable.

September 30, 2024 – September 29, 2025				
#	Description	Due Date	Rate	Max Payment
1	Monthly reports	Within five (5) business days after receiving the SOR IV Monthly Report from RDA	\$15,000 per report x 12 months	\$180,000
2	Enrollment of new Participants		\$1,500 per month X 10 Participants X 12 months	\$180,000
3	Outreach and engagement		\$9,500 per month X 12 months	\$114,000
4	Special Reports (2)	March 31, 2025 and September 29, 2025	\$9,184 per report X 2 reports	\$18,368
5	ENGAGEMENT RATE INCENTIVE (September 2024 – May 2025)			
	5a - Exceed standard 60% or	Based on report provided by RDA no later than September 29, 2025	\$2,000 per month X up to 9 months and/or	The sum of 5a’s total and 5b’s total Up to \$18,000
	5b - Meet/exceed historical rate		\$1,000 per month X up to 9 months	
Maximum Compensation for K8049				\$510,368

**ATTACHMENT 2
Federal Subaward Identification
K8049**

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	H79TI087845
3.	Federal Award Date	09/24/2024
4.	Assistance Listing Number and Title	93.788 Opioid STR (Opioid Response Grants)
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Teesha Kirschbaum, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery Teesha.kirschbaum@hca.wa.gov 360-725-5925
7.	Subrecipient name (as it appears in SAM.gov)	Benton, County of DBA: Benton County Corrections Department
8.	Subrecipient's Unique Entity Identifier (UEI)	HGN29NCPLDG56
9.	Subaward Project Description	Increasing availability of medication for treatment for Opioid Use Disorder
10.	Primary Place of Performance	99350-1300
11.	Subaward Period of Performance	9/30/2024-9/29/2025
12.	Amount of Federal Funds Obligated by this Action	\$510,368
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$510,368
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	De minimus (10%)

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

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

ATTACHMENT 3
Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Megan Fowler**.
- a. *Source of Funds **SOR**: This Contract is being funded partially or in full through Cooperative Contract number **H79TI087845**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.788** in the amount of **\$510,368.00**. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K8049**.*
 - b. *Period of Availability of Funds **9/30/2024-9/29/2025**: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in **H79TI087845** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*
 - c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*
 - d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.*
 - f. *Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.*
 - g. *Unallowable Costs: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute*

allowable costs on the basis of audits, reviews, or monitoring of this Contract.

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

HCA Federal Compliance Contact Information

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

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

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

- III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.
 - a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against

them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

Legal Services Manager

WA State Health Care Authority

PO Box 42700
 Olympia, WA 98504-2700

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

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

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

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

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

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

responsible entity.

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

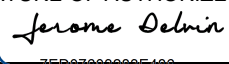
The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

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

f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: 	TITLE: Benton County Commissioner
PLEASE ALSO PRINT OR TYPE NAME: Jerome Delvin	
ORGANIZATION NAME: (if applicable) Benton County, Washington	DATE: 10/22/2024

ATTACHMENT 4
Substance Abuse and Mental Health Services Administration (SAMHSA)
Federal Fiscal Year 2024 – Award Standard Terms

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

1. Future Spending

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

2. Non-Supplant

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

3. Unallowable Costs

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

4. Conflicts of Interest Policy

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

The policies and procedures must:

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

5. Administrative and National Policy Requirements

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

Contractor is responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the HHS Grants Policy Statement, available at:

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

6. Marijuana Restriction

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

7. Executive Pay

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

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

8. Promotional Items

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

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

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

9. Acknowledgement of Federal Funding in communications and contracting

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

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

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

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

10. Acknowledgement of Federal Funding at Conferences and Meetings

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

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

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

11. Rights in Data and Publications

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

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

12. Mandatory Disclosures

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

U.S. Department of Health and Human Services

Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330
Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201
Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in [45 CFR §75.371](#) – Remedies for noncompliance, including suspension or debarment (see [2 CFR §§ 180 & 376](#) and [31 U.S.C. 3321](#)).

13. Lobbying Restrictions

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

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

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

14. Drug-Free Workplace

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

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

15. Civil Right Laws that prohibit discrimination

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

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

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

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

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

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

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

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

17. Confidentiality of Alcohol and Drug Abuse Patient Records

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

18. Accessibility Provisions

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

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

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

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

19. Legislative Mandates

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

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

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

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

21. Audits

If Contractor expends \$750,000 or more in federal awards during the Contractor's fiscal year Contractor must have a single or program-specific audit conducted for that year in accordance with the provisions

of [45 CFR § 75.501](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

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

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

22. Ad Hoc Submissions

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

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

23. Cancel Year

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

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

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

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- D. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- E. Telecommunications or video surveillance services provided by such entities or using such equipment.
- F. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

ATTACHMENT 5
SAMHSA Harm Reduction Supplies 2024



The following harm reduction services/supplies are allowable costs that may be covered with certain SAMHSA funds:

Harm Reduction Supplies

- Overdose reversal supplies, including the purchase of naloxone kits (this may include syringes for the purpose of administering injectable naloxone only)
- Substance test kits, including fentanyl test strips and xylazine test strips
- Safer sex kits, including condoms
- Sharps disposal and medication disposal kits
- Wound care supplies
- Medication lock boxes
- Sterile water and saline
- Ascorbic acid (vitamin C)
- Nicotine cessation therapies
- Food (e.g., snacks, protein drinks, water)***
- Supplies to promote sterile injection and reduce infectious disease transmission through injection drug use — excluding sterile needles, syringes, and other drug paraphernalia*
- Safer smoking kits to reduce infectious disease transmission — excluding pipes/pipettes and other drug paraphernalia**
- FDA-approved home testing kits for viral hepatitis (i.e., HBV and HCV) and HIV
- Written educational materials on safer injection practices and HIV and viral hepatitis and prevention, testing, treatment, and care services
- Distribution mechanisms (e.g., bags for naloxone or safer sex kits, metal boxes/containers for holding naloxone) for harm reduction supplies, including stock as otherwise described and delineated on this list.

Harm Reduction Services

- Overdose reversal education and training services

- Navigation services to ensure linkage to HIV and viral hepatitis prevention, testing, treatment, and care services — including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), prevention of mother to child transmission, and partner services
- Referral to hepatitis A and hepatitis B vaccinations (to reduce risk of viral hepatitis infection)
- Provision of education on HIV and viral hepatitis prevention, testing, and referral to treatment services
- Provision of information on local resources and/or referrals for PrEP

For more information, please visit <https://www.samhsa.gov/find-help/harm-reduction> or contact your HCA Contract Manager.

ATTACHMENT 6
SOR 2024 Special Terms and Conditions

1. SAMHSA requires that medications for the treatment of opioid use disorder (MOUD) is made available to those diagnosed with opioid use disorder (OUD). MOUD includes FDA-approved treatments such as methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
2. SOR grant funds must be used to provide services or practices that have a proven evidence base and are appropriate for the population(s) of focus.
3. 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.
4. 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.
5. Funds may not be expended through the award 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 the treatment of substance use disorders (e.g., methadone; buprenorphine products, including buprenorphine/naloxone combination formulations and buprenorphine monoprodut formulations; naltrexone products, including extended-release and oral formulations; or long-acting products, such as extended release injectable or 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 practitioner who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual s OUD. Similarly, medications available by prescription or office-based injection must be permitted if it is appropriately authorized through prescription or administration 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, in conjunction with the patient, determines that the medication is clinically beneficial. Recipients must ensure 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.
6. SOR funds shall not be utilized to provide incentives to any Health Care Professionals for receipt of any type of Professional Development Training
7. 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. Grant 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 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

8. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than \$75 per budget period. The incentive amounts may be subject to change
9. Subrecipients must also comply with SAMHSA’s standard funding restrictions, included below.

SAMHSA Standard Funding Limitation/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 funding limitations/restrictions are as follows:

- A. Food can be included as a necessary expense¹⁴ for individuals receiving SAMHSA-funded mental and/or substance use disorder prevention, harm reduction, treatment, and recovery support services, not to exceed \$10.00 per person per day.
- B. Only medications approved by the U.S. Food and Drug Administration (FDA) for treatment of opioid use disorder and/or opioid overdose can be purchased with SOR funds.
- C. Funds may not be expended through the award 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 the 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 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 practitioner who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual s OUD. Similarly, medications available by prescription or office-based injection must be permitted if it is appropriately authorized through prescription or administration 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, in conjunction with the patient, determines that the medication is clinically beneficial. Recipients must ensure 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
- D. Funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. 1320a-7b)
 - i. Note: A recipient or treatment or prevention provider may provide up to \$30 noncash 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 may not receive contingencies totaling more than \$75 per budget period. The incentive amounts may be subject to change

- E. Recipients must also comply with SAMHSA s Standards for Financial Management and Standard Funding Restrictions in Section H of the Application Guide.

ATTACHMENT 7

SOR IV Allowable Activities- SAMHSA

Allowable activities are not required. Applicants may propose to use funds for the following activities after ensuring that they can carry out all of the required activities:

- Develop and implement culturally adapted or informed, evidence-based prevention, harm reduction, treatment, and recovery support services to address stimulant misuse and use disorders, including those involving cocaine and methamphetamine. Clinical treatment may include outpatient, intensive outpatient, day treatment, partial hospitalization, or inpatient/residential levels of care.
- Purchase and/or implement mobile and/or non-mobile medication units that provide appropriate privacy and adequate space to administer and dispense medications for OUD treatment in accordance with federal regulations.¹ The following services may be provided in mobile medication units, assuming compliance with all applicable federal, state, and local law:
 - Administering and dispensing medications for OUD treatment;
 - Collecting samples for drug testing or analysis;
 - Dispensing take-home medications;
 - Conducting intake/initial psychosocial and appropriate medical assessments, with a full physical examination to be completed or provided within 14 days of admission, in units that provide appropriate privacy and adequate space;
 - Initiating methadone or buprenorphine after an appropriate medical assessment has been performed, including through telehealth services as allowable by federal and state laws; and
 - Counseling and other services, in units with appropriate privacy and with adequate space, may be provided directly or when permissible through use of telehealth services. Non-mobile medication units may also offer the above services where space allows for quality patient care and are consistent with state and local laws and regulations.
- Purchase and distribution of drug checking technologies, including fentanyl and xylazine test strips, as guided by SAMHSA.
- Implement transportation programs and models that increase access to care and service delivery in rural communities/areas. Possible program models include:
 - Working with existing public transit systems to expand services beyond the traditional “fixed route system” to include a variety of other models, such as ridesharing, volunteer models, and mobility

¹ Letter to OTP Directors, SOTAs, and State Directors from Kimberly Nelson, Acting Director of CSAT

<https://www.samhsa.gov/sites/default/files/2021-letter-mobile-component.pdf>

Letter to State Substance Abuse Directors on the adoption of mobile medication units from Miriam Delphin-Rittmon, Assistant Secretary for Mental Health and Substance Use <https://www.samhsa.gov/sites/default/files/2021-letter-state-authorities-mobile.pdf>

management models.

- Voucher models, sometimes called “taxi vouchers,” using tickets or coupons that eligible riders can offer to participating transportation providers in exchange for a ride.
- Coordinated Services Models – agencies working together to share resources.
- Mobility on Demand – integrating and connecting pre-existing modes of transportation.

For more information on the models mentioned above, see: <https://www.ruralhealthinfo.org/>.

- Provide training and activities to enhance and expand the diverse substance use and co-occurring substance use and mental disorder workforce (prevention, treatment, harm reduction, and recovery support services). Note: Although workforce development is an allowable use of award funds, SAMHSA expects that priority will be given to the provision of treatment and recovery support services across the full continuum of care and to prevention and harm reduction activities. Recipients will be expected to utilize the training and education resources that SAMHSA provides at no cost to the award.
- Develop and implement tobacco cessation programs, activities, and/or strategies.
- Provide activities that address behavioral health disparities and the social determinants of health.

Capacity Building

Capacity building involves strengthening the ability of an organization to meet identified goals so that it can sustain or improve the delivery of services. Capacity-building activities may include, but are not limited to, training, education, and technical assistance; expansion of partnerships; and the development of program materials. SAMHSA recognizes that you may need to implement capacity-building activities to provide or expand direct services or improve their effectiveness. In [B.2 of the Project Narrative](#), applicants must describe the use of funds for capacity building, such as:

- Developing partnerships with other providers for service delivery and with stakeholders serving the population of focus, including underserved and diverse populations.
- Policy development to support needed service system improvements (e.g., rate-setting activities, establishment of standards of care, development or revision of credentialing, licensure, or accreditation requirements).²

****This is not an exhaustive list of allowable activities. If you have questions, please contact your HCA Contract Manager.***

² For purposes of this NOFO, efforts do not include activities designed to influence the enactment of legislation, appropriations, regulations, administrative actions, or Executive Orders (“legislation and other orders”) proposed or pending before the Congress or any State government, State legislature, or local legislature or legislative body, and recipients may not use federal funds for such activities. This restriction extends to both grassroots lobbying efforts and direct lobbying. However, for state, local, and other governmental recipients, certain activities falling within the normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government are not considered impermissible lobbying activities and may be supported by federal funds.



Commissioners' Agenda Action Sheet

Meeting Date: October 22, 2024
Subject: Professional Service Contract No. K8049 with Washington State Health Care Authority for Opioid Treatment Network within the Jail
Presenter: Lt. Josh Shelton
Prepared By: Mary Flink, Procurement/Contract Coordinator
Reviewed By: Jeff Aultman; Chief Guerrero
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

Per Resolutions 2024-0076 and 2024-0369, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of \$601,380.00 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2024.

HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Professional Services Contract No. K8049 for said services with a maximum amount of \$510,368.00 to be paid to Benton County.

The Chief of Corrections recommends accepting the grant funding to keep this important program going within the jail.

** HCA is requesting Benton County to sign the document first. They will return a fully executed copy for our files.

Fiscal Impact

Revenue: \$510,368.00

Expenditure Fund: 54122 – Prof Svs Opioid Res Treatment – These Revenues and Expenditures will be included in the 2025-2026 budget process.

Recommendation

Move to approve as part of the Consent Agenda.

Suggested Motion

I hereby move to accept the grant award from Washington State Health Care Authority for a maximum amount of \$510,368.00 for the purpose of Medication for Opioid Use Disorder services provided to inmates within the jail per the attached Client Services Contract No. K8049 between Benton County and Washington State Health Care Authority, and hereby authorize the Chairman or Chairman Pro-Tem to sign said Contract.

Signatures Required on Agreements/Contracts

Resolution
Pages 1 & 49 of the attached Contract.