

	CLIENT SERVICES AMENDMENT For CPWI Prevention Services	HCA Contract Number: K3925 Amendment Number: 3 Contractor/Vendor Contract Number:
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This AMENDMENT TO THE CONTRACT is by and between the State of Washington Health Care Authority (HCA) and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME Lewis County	CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR CONTACT 360 NW NORTH STREET, CHEHEALIS 98532 sara.bumgardner@lewiscountywa.gov (360) 740-2787	HCA CONTACT Williams, Martha L (HCA) martha.williams@hca.wa.gov 360-725-1981	
AMENDMENT START DATE July 1, 2021	AMENDMENT END DATE September 29, 2022	CONTRACT END DATE September 29, 2022
PRIOR MAXIMUM CONTRACT AMOUNT \$673,428	AMOUNT OF INCREASE \$300,000	TOTAL MAXIMUM CONTRACT \$973,428

RECITALS

WHEREAS, HCA and Contractor previously entered into Contract K3925 for CPWI services; and

WHEREAS, HCA determined that references to 2 CFR Part 200, OMB Circular A-133 and OMB Circular A-87 were outdated and needed to be replaced with 45 CFR Part 75, Subpart E, Cost Principles, and Subpart F, Audit Requirements;

WHEREAS, HCA and Contractor agree to amend this contract to, when applicable, extend the contract end date, add and funding, update the statement of work, update any pertinent time periods, update CFR and OMB references, and fix any contract template errors.

NOW THEREFORE, the parties agree the Contract is amended, pursuant to Section 17, Amendment, as follows on pages 2 through 13 of this Amendment.

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

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

1. Contract face page and Table of Contents are hereby amended to reflect the attachments in the following order:

Attachment 1: Statement of Work

Attachment 2: Confidential Information Security Requirements

Attachment 3: Business Associate Agreement

Attachment 4: Data Use, Security and Confidentiality

Attachment 5: Federal Compliance, Certifications and Assurances

Attachment 6: Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

Attachment 7: SAMHSA Award Terms

Attachment 8: Federal Award Identification for Subrecipients

2. All instances of the Attachments throughout the Contract are amended to reflect the numbering as indicated above.
3. All references to "the Contractor" or "contractor" will be replaced with "Contractor."
4. Section 1, Definitions, is amended to replace definitions as follows:

"Administrative" or "Indirect Costs" are elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs. Admin/indirect costs are those elements of cost incurred by the entity or organization as a whole and are not generally subject to the direct control of the individual department managers. Criteria for Administrative/Indirect Costs, Contract-Specific Direct Costs, and Shared Direct Costs are outlined in the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

- Further, all references to the term "Admin" or "Indirect" are hereby replaced by "Admin/Indirect."

"Award and Revenues" or "A&R" details the Contractor's Awards and Revenues. For new funding starting 7/1/2021, the Awards and Revenue will be sent separately from the Contract and is incorporated within the Contract by reference to the Award and Revenues. The Contractor must budget and bill according to each Award and Revenues.

- Further, references to Attachment 9, Award and Revenues, are hereby removed.

"Media Materials and Publications" means:

- News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
- Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
- Earned Media: Published news stories (print, broadcast or online) resulting from the Contractor's Agreements with reporters;

- Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
- Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.
- Other Media Material and Publications: Other print and video materials that are created under this Contract.

“Subaward” means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreements that the pass-through entity considers a contract.

“Sub-Recipient” means a non-federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

“Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See 45 CFR Part 75, Subpart F, Audit Requirements, for additional details.

5. Section 1, Definitions, is amended to remove the following definitions:

“Authority”

- Further, all references to the term “Authority” are hereby replaced with “HCA.”

“BARS”

“Fiscal/Program Requirements”

- Further, all references to the term “Fiscal/Program Requirements” are hereby replaced with “Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.”

“Young Adult”

“Youth”

6. Section 1, Definitions, is amended to add the following definitions:

“Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide” means the Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by HCA, located at <https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules#t>.

7. Section 3, Term, is amended to reflect the following:

The term of this amendment will commence on **July 1, 2021**, and will continue through **September 29, 2022**, unless terminated sooner.

8. Section 4, Applicable Law, is replaced in its entirety as follows:

4. Applicable Law

These legal resources identified below are incorporated by reference and include but are not limited to the following:

- i. 21 CFR Food and Drugs Chapter I, Subchapter C, Drugs: General;
- ii. 42 CFR Subchapter A-General Provisions, Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records;
- iii. Omnibus Crime Control and Safe Streets Act of 1968;
- iv. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Block Grant;
- v. 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;
- vi. Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide <https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules#>;
- vii. Title VI of the Civil Rights Act of 1964;
- viii. Section 504 of the Rehabilitation Act of 1973;
- ix. Title II of the Americans with Disabilities Act of 1990;
- x. Title IX of the Education Amendments of 1972;
- xi. The Age Discrimination Act of 1975; and
- xii. The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C, D, E and G, and 28 CFR Parts 35 and 39.

If this Contract is not supported by Federal funds, then all references to Federal laws and regulations do not apply.

9. Section 7.1, Contractor Monitoring, Subsection 7.1, Subrecipient Compliance, is replaced in its entirety as follows:

7.1. Subrecipient Compliance

If the Contractor is a subrecipient (as defined in CFR 75.351) of federal awards, then the Contractor shall:

- i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

- iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - iv. Incorporate 45 CFR Part 75, Subpart F, Audit Requirements, into all agreements between the Contractor and its Subcontractors who are sub-recipients;
 - v. Comply with any future amendments to 45 CFR Part 75, Subpart F, Audit Requirements, and any successor or replacement;
 - vi. Comply with the applicable requirements of 45 CFR Part 75, Subpart E, Cost Principles, and any future amendments to 45 CFR Part 75, Subpart E, Cost Principles, and any successor or replacement; and
 - vii. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/statutes.htm for additional information and access to the aforementioned Federal laws and regulations.)
10. Section 7.1, Contractor Monitoring, Subsection 7.1.1, Single Audit Compliance, is replaced in its entirety as follows:

7.1.1. Single Audit Compliance

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

- i. Submit to the HCA contact person the data collection form and reporting package specified in 45 CFR Part 75, Subpart F, Audit Requirements, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - ii. Follow-up and develop corrective action for all audit findings; in accordance with 45 CFR Part 75, Subpart F, Audit Requirements, including preparing a "Summary Schedule of Prior Audit Findings."
11. Section 8, Compensation and Billing, Subsection 8.1, is amended to reflect an increase in maximum compensation by **\$300,000** from **\$673,428** to **\$973,428**.
12. Section 8, Compensation and Billing, Subsection 8.1, is amended to remove the reference to Attachment 9 and now reads as, "in accordance with the Award and Revenues."
13. Section 8, Compensation and Billing, Subsection 8.2, is amended to update the reference to Attachment 10 and replaced with:

HCA shall reimburse the Contractor only for actual incurred and allowable costs for the services identified in this Contract and in accordance with the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

14. Section 8, Compensation and Billing, Subsection 8.3(i), is amended to reflect the following:
Administrative/indirect costs are defined in Section 1. Definitions.
15. Section 9, Subcontract Language, Subsection 9.1, is replaced in its entirety as follows:

9.1. Subcontract Language

It is the Contractor's sole responsibility to ensure that its subcontractors performing services under this Contract are meeting the requirements below and as otherwise outlined in this Contract when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

- i. Subcontractor's identifying information including DUNS number and Zip code +4 of subcontractor
- ii. Applicable definitions
- iii. Identification of purpose and term of subcontract
- iv. Federal and state laws as applicable
 - a. This includes, but not limited to the audit requirements
- v. Subrecipient requirements as applicable
- vi. Identification of funding sources and associated funding requirements
- vii. Determination of eligible clients
- viii. Compensation and billing arrangement in compliance with the terms of this contract and the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide (see definitions for more information).
- ix. Termination and contract closeout language as applicable to include:
 - a. That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the county
 - b. What actions the Subrecipient will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into Minerva
- x. How service recipients will be informed of their right to a grievance in the case of:
 - a. Denial or termination of service
 - b. Failure to act upon a request for services with reasonable promptness
- xi. Statement of work and/or identification of deliverables and plan for monitoring
- xii. Identification of data entry into Minerva, as applicable
- xiii. Authorization for Contractor to conduct an inspection of any and all subcontractor facilities where services are performed including for contract monitoring activities

- a. Requirement that subcontractors will perform background checks on its employees and independent contractors used to perform the services
 - xiv. FBO requirements if applicable
 - xv. Insurance requirements
 - xvi. Debarment and suspension certification
 - xvii. Protection of confidential Information and restrictions on the providing and sharing of data
 - xviii. Business Associate Agreement in compliance with the requirements of HIPAA
 - xix. Federal compliance, certifications, and assurances as applicable
 - xx. SAMHSA award terms as applicable, and
 - xxi. Identifying unallowable uses of federal funds if applicable
16. Section 56, Order of Precedence, Subsection (iv), is replaced as follows:
- iv. Administrative regulations, cost principles and audit requirements
17. Attachment 1, Statement of Work, Section 1, Coordination of Prevention Services, Subsection (iii)(b)(I) is amended to change Action Plan and Budget due dates as follows:
- Cohorts 1-4: June 15 of each year that this Contract is active.
- Cohorts 5 and 6: August 15 of each year that this Contract is active.
18. Attachment 1, Statement of Work, Section 2, Subsection d is amended to remove the reference to the Program/Fiscal Requirements and replaced with:
- Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.
19. Attachment 1, Statement of Work, Section 5, Reporting Requirements, Subsection (iv), Performance Work Statement/Evaluation, subsection (c)(IV), is replaced to read as follows:
- A program that resulted in the need for a Performance Improvement Plan and Plan during the 7/1/2019 – 6/30/2021 will not carry that record forward into 7/1/2021 – 6/30/2023.
20. Attachment 5, Federal Compliance, Certifications, and Assurances, is amended to replace the following paragraphs:
- a. **Source of Funds SABG:** This agreement is being funded partially or in full through Cooperative Agreement number **B08T1083845**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.959 in the amount of **\$240,448**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K3925, Amendment 3**.
 - b. **Period of Availability of Funds SABG:** Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **B08T1083845** 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

21. Attachment 6, Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form, is replaced and incorporated herein.
22. Attachment 7, Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms, updated in March, 2021, is replaced and incorporated herein.
23. Attachment 8, Federal Award Identification for Subrecipients, is added and incorporated herein.
24. Attachment 9, *Award and Revenues*, has been removed from the contract. For new funding starting 7/1/2021, the Awards and Revenue will be sent separately from the Contract and is incorporated within the Contract by reference to the Award and Revenues. The Contractor must budget and bill according to each Award and Revenues.
25. Attachment 10, *Standards for Reimbursable Costs*, has been removed from the contract.
26. This Amendment will be effective July 1, 2021("Effective Date").
27. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
28. All other terms and conditions of the Contract remain unchanged and in full force and effect.

ATTACHMENT 6 - Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

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

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

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

CONTRACTOR

1. Legal Name: Lewis County	2. DUNS Number: 79272555
3. Principle Place of Performance: 360 NW North Street	3a. Congressional District
3b. City: Chehalis	3c. State: WA
3d. Zip+4: 98532-1925	3e. Country
4. Are you registered in CCR (https://www.uscontractorregistration.com/)? ☐ YES (skip to page 2. Sign, date and return) ☐ NO	

In the preceding fiscal year did your organization:

- a. Receive 80% or more of annual gross revenue from procurement federal contracts, Subcontracts, grants, loans, sub-grants, and/or cooperative agreements; **and**
- b. \$25,000,000 or more in annual gross revenues from federal procurement contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
- c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

☐ NO (skip the remainder of this section - Sign, date and return)

☐ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name Of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

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

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

Signature of Contractor Authorized Representative	Date
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HCA will not endorse the Contractor's sub-award until this form is completed and returned.

FOR HEALTH CARE AUTHORITY USE ONLY

HCA Contract Number: K3925, Amendment 3
FAIN: B08T1083845
Sub-award Project Description (see instructions and examples below) CPWI Prevention Services

Instructions for Sub-award Project Description:

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

Example of a Sub-award Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creatin

ATTACHMENT 7 - Substance Abuse and Mental Health Services Administration (SAMHSA), 2021 Award Terms

By drawing or otherwise obtaining funds as a subawardee or contractor of a non-federal entity drawing or otherwise obtaining funds from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), you agree to the following pass-through terms and conditions.

<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>

Name	Language
Acceptance of the Terms of an Award	This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant.
Non-Supplanting	Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds. Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123
Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward.
Marijuana Restrictions	Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment of opioid 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. <i>See, e.g.,</i> 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. 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 substances under the federal law.
Executive Pay	The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300 .
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.

Acknowledgment of Federal Funding at Conferences and Meetings	When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites): <i>Funding for this conference was made possible in part by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.</i>
Rights in Data and Publications	As applicable, recipients agree 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. HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. 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.
Mandatory Disclosures	Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA 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. Disclosures must be sent in writing to HCA and 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 parts 180 & 376 and 31 USC 3321)
Lobbying Restrictions	Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93. U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, 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.
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. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH 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 part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.
Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 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 or subrecipient engages in certain activities related to trafficking in persons. SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, 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 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf
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 Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
Healthy People 2020	Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/

Accessibility Provisions	Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your 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. Recipients of FFA also have 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. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients 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.
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. 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.
Ad Hoc Submissions	Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following: • Payroll • Purchase orders • Contract documentation • Proof of project implementation

ATTACHMENT 8 - Federal Award Identification for Subrecipients

(Reference 45-CFR 75.352)

Substance Abuse Prevention and Treatment Block Grant (SABG)

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Lewis County
(ii) Subrecipient's unique entity identifier; (DUNS)	79272555
(iii) Federal Award Identification Number (FAIN);	B08T1083845
(iv) Federal Award Date (see §200.39 Federal award date);	10/01/2019 – 09/30/2021
(v) Subaward Period of Performance Start and End Date;	7/1/2021 through 6/30/2023
(vi) Amount of Federal Funds Obligated by this action;	\$240,448
(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$240,448
(viii) Total Amount of the Federal Award;	\$38,119,291
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Substance Abuse Prevention and Treatment
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA WA State Health Care Authority Keri Waterland, Assistant Director DBHR 626 8th Ave SE; Olympia, WA 98504-5330 Keri.waterland@hca.wa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.959 Substance Abuse Prevention and Treatment Block Grant
(xii) Identification of whether the award is R&D; and	☐ Yes ☒ No
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	8%

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