	CLIENT SERVICES CONTRACT For CBO Prevention Services	HCA Contract Number: K5263
--	--	----------------------------

This Contract is by and between the State of Washington Health Care Authority (HCA) and the Contractor identified below.

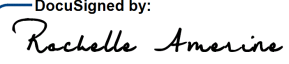
CONTRACTOR NAME Lewis County		CONTRACTOR DOING BUSINESS AS (DBA) Lewis County Public Health and Social Services		
CONTRACTOR 360 NW NORTH STREET	Street	City CHEHALIS	State WA	Zip Code 98532-1925
CONTRACTOR CONTACT Darci Southgate		CONTRACTOR TELEPHONE 360-520-0820	CONTRACTOR E-MAIL ADDRESS darci.southgate@lewiscountywa.gov	
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S):	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
HCA PROGRAM CBO Prevention Services		HCA DIVISION/SECTION Division of Behavioral Health and Recovery/SUD Prevention and MH Promotion Section		
HCA CONTACT NAME AND TITLE Brittany Smith, Contract Manager		HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE, PO Box 42730 Olympia, WA 98504-2730		
HCA CONTACT TELEPHONE 360-819-3570		HCA CONTACT E-MAIL ADDRESS brittany.smith@hca.wa.gov		

CONTRACT START DATE July 1, 2021	CONTRACT END DATE June 30, 2023	TOTAL MAXIMUM CONTRACT AMOUNT \$80,000
--	---	--

The following Attachments and Exhibits are attached and are incorporated into this Contract by reference:

- Attachment 1: Statement of Work**
- Attachment 2: Confidential Information Security Requirements**
- Attachment 3: Business Associate Agreement**
- Attachment 4: Data Use, Security and Confidentiality**
- Exhibit A: HCA RFA 2021HCA2 (reference only, available upon request)**
- Exhibit B: Application (reference only, available upon request)**

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 Rachelle Amerine Contracts Administrator	DATE SIGNED 7/21/2021

RECITALS 5

1. DEFINITIONS..... 5

2. PURPOSE 10

3. TERM..... 10

4. APPLICABLE LAW 11

5. PERFORMANCE STANDARDS 11

6. CONTRACTOR AND HCA CONTRACT MANAGERS..... 12

7. CONTRACTOR MONITORING 12

7.1. SUBRECIPIENT COMPLIANCE..... 12

7.1.1. SINGLE AUDIT COMPLIANCE 13

7.2. MONITORING ACTIVITIES 13

7.2.1. CORRECTIVE ACTION PLANS 14

7.2.2. EXTENSION TO DELIVERABLES 14

8. COMPENSATION AND BILLING 14

8.1. CONSIDERATION AND SOURCE OF FUNDS 14

8.2. REIMBURSEMENTS 15

8.3. INVOICE SYSTEM..... 16

8.4. PAYMENTS FOR UNALLOWABLE COSTS AND/OR OVERPAYMENTS 17

8.5. STATE AND FEDERAL FUNDING REQUIREMENTS 17

9. SUBCONTRACTING 17

9.1. SUBCONTRACT LANGUAGE..... 18

9.2. SUBCONTRACT MONITORING 19

9.2.1. CONTRACTS..... 19

9.2.2. ON-SITE MONITORING 19

9.2.3. MINERVA MONITORING 19

9.2.4. ADDITIONAL MONITORING ACTIVITIES..... 20

9.2.5. SUBCONTRACTOR TERMINATION REQUIREMENTS 20

10. REMEDIAL ACTION 20

10.1. CAUSES..... 20

11. THIRD-PARTY BENEFICIARIES 20

12. DISPUTES 20

12.1. REQUESTING A DISPUTE 20

12.2. CONTENT OF THE DISPUTE REQUEST: 21

12.3. ACTION ON THE REQUEST: 21

13. INSURANCE 21

13.1. GENERAL LIABILITY INSURANCE..... 21

13.2. WORKER’S COMPENSATION..... 21

13.3. EMPLOYEES AND VOLUNTEERS 22

13.4. SUBCONTRACTORS 22

13.5. SEPARATION OF INSURED 22

13.6. INSURERS 22

13.7. EVIDENCE OF COVERAGE 22

13.8. MATERIAL CHANGES 22

13.9. GENERAL 22

14. NOTICES 23

15. TAXES, FEES AND LICENSES 23

15.1. TAXES 23

15.2. FEES/LICENSES 23

16. ACCESS TO DATA 24

17. AMENDMENT 24

18. ANTITRUST ASSIGNMENT 24

19. ASSIGNMENT 24

20. ASSURANCES 24

21. ATTORNEY’S FEES 24

22. BILLING LIMITATIONS 24

23. CHANGE IN STATUS 25

24. COMPLIANCE WITH APPLICABLE LAW 25

25. CONFLICT OF INTEREST 25

26. CONFORMANCE 25

27. CONTRACTOR CERTIFICATION REGARDING ETHICS 25

28. COVENANT AGAINST CONTINGENT FEES 25

29. DEBARMENT CERTIFICATIONS 25

30. FORCE MAJEURE 26

31. FRAUD AND ABUSE REQUIREMENTS 26

32. GOVERNING LAW AND VENUE 26

33. HEALTH AND SAFETY 26

34. HOLD HARMLESS AND INDEMNIFICATION 26

35. INDEPENDENT CONTRACTOR 26

36. INDUSTRIAL INSURANCE COVERAGE 27

37. INSPECTION 27

38. LIMITATION OF AUTHORITY 27

39. MAINTENANCE OF RECORDS..... 27

40. PAY EQUITY..... 27

41. PUBLICITY 28

42. RECORDS AND DOCUMENTS REVIEW..... 28

43. REGISTRATION WITH THE STATE OF WASHINGTON 28

44. REMEDIES NON-EXCLUSIVE 29

45. RIGHTS IN DATA/OWNERSHIP..... 29

46. SEVERABILITY..... 29

47. SITE SECURITY 30

48. SURVIVABILITY..... 30

49. SYSTEM SECURITY 30

50. TERMINATION FOR CONVENIENCE..... 30

51. TERMINATION FOR DEFAULT 30

52. TERMINATION DUE TO CHANGE IN FUNDING 31

53. TERMINATION OR EXPIRATION PROCEDURES..... 31

53.1. CONTRACT CLOSEOUT 32

54. TREATMENT OF PROPERTY 32

55. WAIVER..... 32

56. ORDER OF PRECEDENCE 32

ATTACHMENT 1 - STATEMENT OF WORK: COMMUNITY-BASED ORGANIZATION (CBO) PREVENTION SERVICES 34

ATTACHMENT 2 - CONFIDENTIAL INFORMATION SECURITY REQUIREMENTS 44

ATTACHMENT 3 – BUSINESS ASSOCIATE AGREEMENT..... 47

ATTACHMENT 4 - DATA USE, SECURITY AND CONFIDENTIALITY 55

EXHIBIT A - HCA RFA 2021HCA2 (REFERENCE ONLY, AVAILABLE UPON REQUEST)

EXHIBIT B - APPLICATION (REFERENCE ONLY, AVAILABLE UPON REQUEST)

RECITALS

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Applications (RFA) dated February 22, 2021, for the purpose of purchasing CBO Prevention Services in accordance with its authority under chapters 39.26 and 41.05 RCW.

Lewis County, DBA Lewis County Public Health and Social Services, submitted a timely Response to HCA's RFA #2021HCA2.

HCA evaluated all properly submitted Responses to the above-referenced RFA and has identified Lewis County, DBA Lewis County Public Health and Social Services, as one of the Apparent Successful Applicants.

HCA has determined that entering into a Contract with Lewis County, DBA Lewis County Public Health and Social Services, will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to Lewis County, DBA Lewis County Public Health and Social Services, this Contract, the terms and conditions of which will govern Contractor's providing to HCA the CBO Prevention Services.

Both parties agree to the following terms and conditions:

1. Definitions.

"Administrative Costs" 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."

"Agent" shall mean the Washington State Health Care Authority Director and/or the Director's delegate authorized in writing to act on behalf of the Director.

"Allowable cost" means an expenditure which meets the test of the appropriate executive office of the president of the United States' Office of Management and Budget (OMB) circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is:

- Necessary and reasonable;
- Allocable;
- Authorized or not prohibited under Washington state or local laws and regulations;
- Adequately documented.

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

"Awards 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.

"Breach" means the unauthorized acquisition, access, use, or disclosure of confidential information that compromises the security, confidentiality, or integrity of the confidential information.

“Business Associate” means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, which 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 and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Certified Prevention Professional” or **“CPP”** means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.

“CFR” means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?Page=browse>.

“Coalition” means a formal arrangement for cooperation and collaboration between groups or sectors of a community. Each participant in the Coalition retains their identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community.

“Community” means an approved geographic area within school district boundaries, or within High School Attendance Areas (HSAA) and their feeder schools.

“Community-based Organization” or **“CBO”** means a public or private nonprofit organization of demonstrated effectiveness that is representative of a Community, or of significant segments of a Community, and that provides educational or related services to individuals in the Community. This includes faith-based and religious organizations.

“Community Prevention and Wellness Initiative” or **“CPWI”** means the HCA substance use disorder prevention delivery system that focuses prevention services in high-need communities in Washington State as approved by HCA.

“Confidential Information” means information that is protected from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential information includes, but is not limited to, personal information.

“Contract” or **“Agreement”** means the entire written agreement between HCA and Contractor, including any exhibits, documents, or materials incorporated by reference. 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) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original.

“Contractor” means the individual or entity performing services pursuant to this contract and includes the Contractor’s owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted subcontract, “Contractor” includes any subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

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

“Cultural Competency” means a set of congruent behaviors, attitudes and policies that come together in a system, or agency, and enables that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, and expansion of cultural knowledge and adaptation of services, to meet culturally unique needs.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this contract. This includes Personal Information and Protected Health Information.

“DBHR” means the **“Division of Behavioral Health and Recovery,”** a division of HCA, or its successors.

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

“Debarment” means an action taken by a federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

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

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

“Effective Date” means the first date this 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.

“Encrypt” means to encode confidential information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.

“Ensure” means to make sure that something will happen or will be available within the resources identified in the Consideration.

“EPA” means the Environmental Protection Agency.

“Evidence-Based Program” or “EBP” means a program that has been tested in heterogeneous or intended populations that can be implemented with a set of procedures to all successful replication in Washington. An EBP has had multiple randomized and/or statistically-controlled evaluations, or one large multiple-site randomized and/or statistically-controlled evaluations, and the weight of the evidence from a systematic review demonstrates sustained improvements in at least one of the desired outcomes.

“For Profit” means a business or institution initiated or operated for the purpose of making a profit.

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

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

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

“Health disparities” means a particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.” (Healthy People 2020).

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

“Innovative program” means a program that does not fall into the other categories of Evidence-based, Research-based, or Promising.

“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.

“Office of Contracts and Procurement” or **“OCP”** means the Washington State Health Care Authority central headquarters contracting office, or successor section or office.

“OMB” means the Office of Management and Budget of the executive office of the president of the United States.

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

“Partnerships for Success” means the Federal Substance Abuse and Mental Health Services Administration (SMHSAA) Grant 2013 and 2018, CFDA number 93.243.

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

“Physically Secure” means that access is restricted through physical means to authorized individuals only.

“Prevention Activity Data” means information input to the “Substance Abuse Disorder Prevention Mental Health Promotion Online Reporting System” or “Minerva” or its successor to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into Minerva by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.

“Prevention System Manager” or **“PSM”** means the designee assigned to manage day to day responsibilities associated with this Contract.

“Program Income” means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.

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

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

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

“Public information” means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.

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

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

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

“Research-Based Program” means a program that has been tested with a single randomized and/or statistically controlled evaluation, demonstrates sustained desirable outcomes; or where the weight of the evidence from a systematic review supports sustained outcomes as identified in the term “evidence-based,” but does not meet the full criteria for “evidence-based.”

“RFA” means the Request for Application used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

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

“Secured Area” means an area to which only authorized representatives of the entity possessing the confidential information have access. Secured areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the confidential information is not available to unauthorized personnel.

“Sensitive information” means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.

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

“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 timelines identified in Attachment 1.

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the contractor is obligated to perform pursuant to this contract.

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

“Substance Use Disorder” or **“SUD”** means a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues using the substance despite significant substance-related problems. The diagnosis of a Substance Use Disorder is based on a pathological pattern of behaviors related to the use of the substances.

“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>.

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

“Successor” means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original contractor.

“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 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.

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

“Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

“WAC” means the Washington administrative code. All references in this contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at: <http://apps.leg.wa.gov/wac/>.

2. Purpose

The purpose of this contract is to obtain Community-Based Organization (CBO) contracts to provide quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address Substance Use Disorder Prevention and Mental Health Promotion Programs and/or Suicide Prevention. Contractors will implement direct primary prevention programs, environmental and public education strategies to prevent and reduce marijuana use among youth and/or promote mental wellness and prevent suicide in high need communities.

3. Term

The initial term of this Contract will commence on **July 1, 2021**, and continue through **June 30, 2023**, unless terminated sooner as provided herein.

This Contract may be extended in whatever time increments HCA deems appropriate.

Work performed prior to full contract execution, 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 subsequent amendment is fully executed.

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. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award, 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#t>;
- 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.

5. Performance Standards

Contractor is expected to adhere to the following performance standards throughout the duration of this Contract:

- i. Adherence to all applicable state and federal laws, including but limited to all legal resources identified in Section 4 of this Contract;
- ii. Use of professional judgment;
- iii. Collaboration with HCA staff in Contractor's conduct of services;
- iv. Conformance with HCA directions regarding the delivery of services;
- v. Timely, accurate and informed communications;
- vi. Regular completion and updating of project plans, reports, documentation and communications;
- vii. Ensure all services and activities provided by the Contractor or subcontractors are designed and

delivered in such a manner sensitive to the needs of all diverse populations;

- viii. Regular, punctual attendance at all meetings; and
- ix. Provision of high quality services.

6. Contractor and HCA Contract Managers

Contractor's Contract Manager or designee 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.

HCA's Contract Manager or designee 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 or designee has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

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:	Darci Southgate	Name:	Brittany Smith
Address:	360 NW North Street Chehalis, WA 98532-1925	Address:	621 8 th Avenue SE Olympia, WA 98504
Phone:	360-520-0820	Phone:	360-819-3570
Email:	darci.southgate@lewiscountywa.gov	Email:	brittany.smith@hca.wa.gov

7. Contractor Monitoring

HCA will monitor the performance of the Contractor against goals and performance standards as stated in Attachment 1: *Statement of Work*. Substandard performance as determined by HCA will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by HCA, suspension or termination procedures will be initiated.

7.1. Subrecipient Compliance

If the Contractor is a subrecipient (as defined in 45 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 Circular or regulation;
 - 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.)

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."

7.2. Monitoring Activities

The Contractor is required to meet or exceed the monitoring activities, as outlined below. Compliance will be monitored throughout the performance period to assess risk. Concern will be addressed through a Corrective Action Plan. Monitoring activities may include, but are not limited to:

- i. Review of financial and performance reports;
- ii. Monitoring and documenting the completion of Contract deliverables;
- iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence;
- iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Contract work plan, budget and Federal requirements;
- v. Observation and documentation of Contract-related activities, such as trainings and events;
- vi. On-site visits or desk audits to review records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

7.2.1. Corrective Action Plans

HCA may require the Contractor to develop a Corrective Action Plan (CAP), which must be submitted for approval to HCA within fifteen (15) calendar days of notification unless otherwise specified. CAPs may require modification to any policies or procedures by the Contractor relating to fulfillment of its obligations pursuant to this Contract. HCA, at its sole discretion, may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

- i. CAPs must at a minimum include:
 - a. A brief description of the finding(s), including all relevant information specific to the issue(s);
 - b. Specific actions taken and to be taken by the Contractor, including a timetable and a description of the monitoring to be performed.
- ii. CAPs are subject to approval by HCA. HCA may:
 - a. Accept the plan as submitted;
 - b. Accept the plan with specified modifications;
 - c. Request a modified plan;
 - d. Reject the plan.

7.2.2. Extension to Deliverables

The Contractor must request **prior** written approval from the HCA Contract Manager to waive or extend a due date identified in Attachment 1: *Statement of Work* and, once approved, submit those deliverables and the associated costs on the next scheduled reimbursement due date.

Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Contract and may increase required monitoring activities.

Any request for a waiver or extension of a due date identified in Attachment 1: *Statement of Work* will be treated as a request for an Amendment of the Contract. This request must be submitted to the HCA Contract Manager sufficiently in advance of the due date to provide adequate time for HCA to review and consideration and may be granted or denied within HCA's sole discretion.

8. Compensation and Billing

8.1. Consideration and Source of Funds

Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$80,000**, including any and all expenses, in accordance with the *Award and Revenues*.

Funding for any additional periods past the initial term are contingent on satisfactory completion of all contract requirements and continued state and/or federal funding. Contractors may be required to submit an updated Action Plan and Budget to HCA in order to receive funding for additional terms.

Funding that supports this Contract comes from state and/or federal grant funds, HCA, and the Catalog of Federal Domestic Assistance (CFDA) as listed within the Awards and Revenue. Any state or federal funds obligated under this Contract which are not expended according to the timeline on the Awards and Revenues, may not be used or carried forward to any other Contract or time period.

Subrecipients shall only use federal award funds under this Contract to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same

purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8.2. Reimbursements

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.

The Contractor shall not bill and HCA shall not pay for services performed under this contract, if the contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

Reimbursement requests will not be approved for payment until the Contractor is current with all reporting requirements contained in this Contract.

HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

All work under this Contract must end on or before the funding source end date and the final reimbursement request must be submitted to HCA within forty-five (45) calendar days after the funding source end date, except as otherwise authorized by either (1) written amendment of this Contract or (2) written notification from the HCA to the Contractor.

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date or within forty-five (45) calendar days after the funding source end date, whichever comes first, except as otherwise authorized by either (1) written amendment of this Contract or (2) written notification from the HCA to the Contractor.

The Contractor must submit invoices for costs due and payable under this contract within ninety (90) days of the date services were provided or within sixty (60) calendar days after the Contract expiration date or within forty-five (45) calendar days after the funding source end date, whichever comes first, except as otherwise authorized by either (1) written amendment of this Contract or (2) written notification from HCA to the Contractor.

HCA is under no obligation to pay any claims that are submitted forty-six (46) or more days after the funding source end date, sixty-one (61) or more calendar days after the Contract expiration date, or ninety-one (91) or more calendar days after the date of services were provided ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

Payment shall be considered timely if made by HCA within thirty (30) business days after receipt and acceptance by HCA of the properly completed invoices. Payments shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

8.3. Invoice System

The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted via email to: A-19DBHR@hca.wa.gov by the Contractor not more often than monthly unless otherwise specified. Please include the contract number in the subject line of the email, followed by the Prevention System Naming Convention and cc the Contract

Manager or designee when submitting the invoice. Contractor may bill for cost reimbursement for month of service if appropriate service data is provided in Minerva.

Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All fund sources are to be billed for separately as outlined on the A-19 Invoice Voucher. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment. HCA shall not be obligated to reimburse the Contractor for any services or activities performed prior to having a fully executed copy of this Contract. The Contractor shall ensure all expenditures for services and activities under the Contract are submitted on the A-19 invoice and have the associated appropriate Minerva data entry.

HCA will deny incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

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>. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.

Administrative/indirect costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

- i. Administrative/indirect costs are defined in Section 1. Definitions.
- ii. The Contractor shall use no more than eight percent 8% of each fund source allocation for administrative/indirect costs.
 - i. Contractor may bill up to 8% of total costs to admin/indirect by fund source as specified on the A&R however the following also applies:
 1. Admin/indirect costs must be billed in proportion to direct expenses. Admin/indirect should be charged using the following formula: $\text{Direct costs} / (1 - \text{allowed admin/indirect rate}) = \text{Total costs}$; $\text{Total costs} - \text{Direct costs} = \text{Admin/indirect costs}$.
 2. Administrative/indirect costs are to be reconciled at the end of each fund source time period to ensure adherence.
- iii. No SABG funds allocated in this contract shall be used for administrative/indirect costs unless otherwise specified on the A&R. Admin/indirect for SABG is allocated as GFS unless otherwise specified.

HCA reserves the right to reduce the Prevention funds awarded in the Contract if the Contractor expenditures are below 60% of expected levels during each fiscal quarter. Expenditures will be reviewed quarterly.

If the fund source is a discretionary grant or state funds, funds may not be carried forward from year to year, based upon their respective fiscal year noted on the Awards and Revenues.

8.4. Payments for Unallowable Costs and/or Overpayments

If it is determined by the HCA, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Contract, HCA may require the Contractor to reimburse HCA in accordance with 45 CFR Part 75, Subpart E, Cost Principles.

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 shall refund the full amount to HCA within thirty (30) calendar days of the notice.

8.5. State and Federal Funding Requirements

The Contractor shall comply with the following:

- i. Comply with all applicable provisions of the Notice of Awards for the any federal grants as listed on the Awards and Revenues;
- ii. Comply with RCW 69.50.540 Dedicated Marijuana Account Appropriations;
- iii. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by CFDA title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- iv. Maintain internal controls that provide reasonable assurance that the Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- v. The Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug substance use disorder prevention providers for funding;
- vi. If the Contractor subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:
 - a. Applicants/recipients for/of services shall be provided with a choice of prevention providers.
 - b. The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
 - c. The FBO shall report to the Contractor all referrals made to alternative providers.
 - d. The FBO shall provide recipients with a notice of their rights.
 - e. The FBO provides recipients with a summary of services that includes any inherently religious activities. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
 - f. Funds received from the federal block grant must be segregated in a manner consistent with Federal regulations.
- vii. No funds may be expended for religious activities.

9. Subcontracting

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the HCA. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the HCA for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Confidential Information without the express written consent of HCA or as provided by law.

The rejection or approval by HCA of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under this Contract, nor be the basis for additional charges to HCA.

HCA has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

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 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, if applicable to the subcontractor
- 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

9.2. Subcontract Monitoring

9.2.1. Contracts

The Contractor shall obtain prior approval before entering into any subcontracting arrangement. In addition, the Contractor shall submit to the DBHR Contract Manager identified on page one (1) of this Contract at least one of the following for review within 30 business days of the intended start date of the subcontract:

- i. Copy of the proposed subcontract; or
- ii. Copy of the Contractor's standard contract template; or
- iii. Certify in writing that the subcontractor meets all requirements under the Contract and that the subcontract contains all required language under the Contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

9.2.2. On-Site Monitoring

The Contractor shall:

- i. Conduct a subcontractor review which shall include at least one (1) on-site visit, annually, to each subcontractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract unless otherwise specified.
- ii. Submit written documentation of each on-site visit upon completion to Contract Manager or designee. A copy of the full report shall be kept on file by the Contractor.

9.2.3. Minerva Monitoring

The Contractor shall ensure that subcontractors have entered services funded under this Contract in Minerva.

- i. Ensure accurate and unduplicated reporting. Contractor may not require subcontractor to enter duplicate prevention service data that is entered into Minerva into an additional system.
- ii. Ensure proper training of staff and designated back-up staff for Minerva data entry to meet report due dates.

9.2.4. Additional Monitoring Activities

The Contractor shall maintain records of additional monitoring activities in the Contractor's subcontractor file and make them available to HCA upon request including any audit and any independent documentation.

9.2.5. Subcontractor Termination Requirements

When terminating a subcontract, the Contractor shall withhold the final payment of any subcontract until all required Minerva reporting is complete. This also applies to all subcontractor

closures.

10. Remedial Action

10.1. Causes

HCA may initiate remedial action if HCA determines any of the following situations exists:

- i. A problem exists that negatively impacts individuals receiving services under this Contract;
- ii. The Contractor has failed to perform any of the requirements or services required under this Contract;
- iii. The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation required under this Contracts;
- iv. The Contractor has failed to perform any administrative functions required under this Contract, where administrative function is defined as any obligation other than the actual provision of mental health services;
- v. The Contractor has failed to implement corrective action required by the state and within HCA prescribed timeframes.

11. Third-Party Beneficiaries

Although HCA and Contractor mutually recognize that services under this Contract may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either HCA or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

12. Disputes

12.1. Requesting a Dispute

Requests must be sent by certified mail or other method providing a signed receipt to the following address:

Office of Contracts and Procurements
Health Care Authority
PO Box 42702
Olympia, Washington 98504-2702

Requests must be received by Contract Services no later than twenty-eight (28) calendar days after this Contract expiration or termination.

Requests must identify in writing the spokesperson for the Contractor, if other than the Contractor's signatory.

12.2. Content of the dispute request:

The party requesting a dispute resolution shall submit a statement that:

- i. Identifies the issue(s) in dispute;
- ii. Identifies the relative positions of the parties; and
- iii. Requests resolution through the current HCA process

12.3. Action on the request:

HCA shall notify the non-requesting party that the request has been made, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.

The Contractor shall provide pertinent information as requested by the person assigned to resolve the dispute.

Contractor and HCA agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute Insurance.

13. Insurance

The Contractor shall at all times comply with the following insurance requirements.

13.1. General Liability Insurance

The Contractor certifies by signing this Contract that either:

- i. The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
- ii. The Contractor maintains the types and amounts of insurance identified below and shall, if requested by HCA, provide certificates of insurance to that effect to the HCA Contract Manager:
 - a. The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Health Care Authority (HCA), and elected and appointed officials, and employees of the state, shall be named as additional insureds.
 - b. Professional Liability (PL) Insurance. The Contractor shall maintain PL Insurance or Errors & Omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

13.2. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.

13.3. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

13.4. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.

13.5. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

13.6. Insurers

Unless Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable, the Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

13.7. Evidence of Coverage

The Contractor, upon request by HCA staff, submits a copy of the Certificate of Insurance or other evidence of self-insurance or insurance through a risk pool, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Health Care Authority (HCA) as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the Contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

13.8. Material Changes

The insurer shall give HCA forty-five (45) business days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA ten (10) business days advance written notice of cancellation.

13.9. General

By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

14. Notices

Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- i. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one (1) of this Contract;

- ii. In the case of notice to HCA, notice shall be sent to:

Office of Contracts and Procurements
Washington State Health Care Authority
P. O. Box 42702
Olympia, Washington 98504-2702
Taxes, Fees and Licenses. Contracts@hca.wa.gov

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

15. Taxes, Fees and Licenses

15.1. Taxes

Where required by state statute or regulation, the Contractor shall pay for and maintain in current status and all taxes that are necessary for performance under this Contract. Unless otherwise indicated, HCA agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. The Contractor shall not charge federal excise taxes and the HCA agrees to furnish the Contractor with an exemption certificate where appropriate.

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to the Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to DOR if the activity carried on by the seller in the State of Washington is significantly associated with the Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or representative:

- i. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- ii. Maintains an in-state inventory or stock of goods for sale;
- iii. Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- iv. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- v. Other factors identified in Chapter 458-20 WAC.

15.2. Fees/Licenses

Contractor shall pay for and maintain in a current status, any license fees, assessments, permit changes, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes of the enactment of any subsequent regulations for said fees, assessments or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

16. 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 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.

17. Amendment

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.

18. Antitrust Assignment

The Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services obtained under this Contract.

19. Assignment

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 9: *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 of the Contract will be null and void. 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.

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

20. Assurances

HCA and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules, and regulations.

21. Attorney's Fees

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

22. Billing Limitations

The HCA shall pay the Contractor only for authorized services provided in accordance with this Contract.

The HCA shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed. HCA within the special terms and conditions of this contract may reduce length of time following the provision of services in which the contractor may submit claims for payment.

23. Change in Status

In the event of substantive change in the legal status, organization structure, or fiscal reporting responsibility of the Contractor, the Contractor agrees to notify the Office of Contracts and Procurement (OCP) of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

24. Compliance with Applicable Law

At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

25. Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the HCA may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this Contract.

In the event this Contract is terminated as provided above, the HCA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the HCA provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this Section shall be an issue and may be reviewed as provided in the "Disputes" Section of this Contract.

26. Conformance

If any provision of this Contract 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.

27. Contractor Certification Regarding Ethics

The Contractor certifies that the Contractor is now, and shall remain, in compliance under Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

28. Covenant Against Contingent Fees

The 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. The HCA shall 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.

29. Debarment Certifications

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the HCA Contact designated on the cover page of this Contract if, during the term of this Contract, the Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

30. Force Majeure

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, terrorist acts, civil disturbance, court order, or any other cause beyond its control, such nonperformance shall not be grounds for termination for default. Immediately upon the

occurrence of any such event, the Contractor shall commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.

31. Fraud and Abuse Requirements

The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the HCA Contact designated on page one (1) of this Contract. The report shall include the following information:

- i. Subject(s) of complaint by name and either provider/subcontractor type or employee position;
- ii. Source of complaint by name and provider/subcontractor type or employee position;
- iii. Nature of complaint;
- iv. Estimate of the amount of funds involved; and
- v. Legal and administrative disposition of case.

32. Governing Law and Venue

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

33. Health and Safety

Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact.

34. Hold Harmless and Indemnification

- i. The Contractor shall be responsible for and shall indemnify, defend, and hold HCA harmless from all claims, loss, liability, damages, or fines arising out of or relating to:
 - a. The Contractor's or any Subcontractor's performance or failure to perform this Contract, or
 - b. The acts or omissions of the Contractor or any Subcontractor;
- ii. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- iii. Nothing in this Section shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

35. Independent Contractor

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of HCA by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

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

36. Industrial Insurance Coverage

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by HCA under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

37. Inspection

The Contractor shall, at no cost, provide HCA, or any of its officers, or to any other authorized agent or officer of the state of Washington or the federal government, and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and HCA client records, wherever located. These inspection rights are intended to allow HCA and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

38. Limitation of Authority

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have 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 Section or condition of this Contract is not effective or binding unless made in writing and signed by the Agent or Agent's delegate.

39. Maintenance of Records

The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

40. Pay Equity

- i. Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), 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.
- ii. 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.

- iii. 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.
- iv. 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.
- v. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) calendar days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

41. Publicity

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.

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.

42. Records and Documents Review

- i. 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 CFR 431, Subpart Q; and 42 CFR 447.202].
- ii. The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- iii. 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.

43. Registration with the State of Washington

The Contractor shall be responsible for registering with Washington State agencies, including but not limited to, the Washington State Department of Revenue, the Washington Secretary of State's Corporations Division, and the Washington State Office of Financial Management, Division of Information Services' Statewide Vendors program.

44. Remedies Non-Exclusive

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

45. Rights in Data/Ownership

HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a *work for hire* under applicable law, but was otherwise produced pursuant to this Contract, 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.

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.

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.

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.

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.

46. Severability

If any term or condition of this Contract is held invalid by any court, the remainder of this Contract remains valid and in full force and effect.

47. 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.

48. Survivability

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of this particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

49. System Security

Unless otherwise provided, the Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to HCA Network without prior written authorization. HCA's Security Administrator. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by HCA's Security Administrator prior to being connected to any HCA network connection and that it must have up-to-date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to HCA networks and systems is a violation of HCA Policy 06-03 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of this Contract and other penalties.

50. Termination for Convenience

Except as otherwise provided in this Contract, the Agent, or designee, may, by giving thirty (30) calendar days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part when it is in the best interest of HCA. If this Contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

51. Termination for Default

In the event HCA determines the Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) business days, this Contract may be terminated. HCA reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the 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 this Contract.

In the event of termination, Contractor shall 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/indirect costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that:

- i. Contractor was not in default, or
- ii. Failure to perform was outside of Contractor's control, fault or negligence.

52. Termination Due to Change in Funding

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or

expiration date of this Contract, HCA, at its sole discretion, and with fifteen (15) Calendar Days' notice, may elect to terminate the Contract, in whole or part, or to renegotiate the Contract subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options.

53. Termination or Expiration Procedures

The following terms and conditions apply upon Contract termination or expiration:

- i. 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.
- ii. HCA shall pay to Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCHA's program staff and the amount agreed upon by Contractor and HCA for:
 - a. Completed work and services for which no separate price is stated;
 - b. Partially completed work and services;
 - c. Other property or services which are accepted by HCA's program staff; and
 - d. The protection and preservation of property unless the termination is for default, in which case the Agent or designee shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" Section of the Contract. HCA may withhold from any amounts due Contractor such sum as the Agent or designee determines to be necessary to protect HCA against potential loss or liability.
- iii. The rights and remedies of HCA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- iv. After receipt of notice of termination, and except as otherwise directed by the Agent or designee, Contractor shall:
 - a. Stop work under this Contract on the date, 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 this Contract that is not terminated;
 - c. Assign to HCA, in the manner, at the times, and to the extent directed by the Agent or designee, all the rights, title, and interest of 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 the Agent or designee to the extent the Agent or designee may require, which approval or ratification shall be final for all the purposes of this Section;
 - e. Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the Agent or designee any property which, if this Contract has been completed, would have been required to be furnished to HCA;
 - f. Complete performance of such part of the work as shall not have been terminated by the Agent or designee; and
 - g. Take such action as may be necessary, or as the Agent or designee may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor

and in which HCA has or may acquire an interest.

53.1. Contract Closeout

Upon termination or lapse of this Contract in whole or in part for any reason including completion of the project, the following provisions may apply:

- i. Upon written request by Contractor, HCA may make or arrange for payments to Contractor of allowable reimbursable costs not covered by previous payments.
- ii. Disposition of program assets (including the return and/or transfer of all unused materials, equipment, unspent cash advances, and program income balances) to include creating an inventory list of all property purchased or furnished by HCA for use by Contractor during performance of this Contract.
- iii. Contractor shall submit within thirty (30) calendar days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract, and in addition, will cooperate in a program audit by HCA or its designee as requested; and
- iv. Closeout of funds will not occur unless all requirements of the Contract's associated state and federal funds are met and all outstanding issues with Contractor have been resolved to the satisfaction of HCA.

Contractor's obligation to HCA shall not end until all closeout requirements are completed.

Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that Contractor has control of the Contract's associated state and federal funds, including program income.

54. Treatment of Property

All property purchased or furnished by HCA for use by Contractor during this Contract term shall remain with HCA or transferred by request of HCA. Title to all property purchased or furnished by Contractor for which Contractor is entitled to reimbursement by HCA under this Contract shall pass to and vest in HCA upon termination or lapse of this Contract unless otherwise specified by HCA. Contractor shall protect, maintain, and insure all HCA property in its possession against loss or damage and shall return HCA property to HCA upon Contract termination or expiration unless otherwise specified by HCA.

55. Waiver

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of HCA.

56. Order of Precedence

- i. The federal statute authorizing the grant program and any other federal statutes directly affecting performance of the award including the Federal Funding Accountability and Transparency Act (FFATA), as applicable)
- ii. Program regulations
- iii. National policy requirements
- iv. Administrative regulations, cost principles and audit requirements
- v. Applicable state laws not in conflict with any applicable federal laws
- vi. This Contract

ATTACHMENT 1 - Statement of Work: Community-based Organization (CBO) Prevention Services

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

1. Consideration.

The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in this Schedule A: Statement of Work is **\$80,000**, and includes any allowable expenses.

- i. Schedule for DMA Allocations is as follows:
 - a. \$20,000 - Contract start date to June 30, 2022; and
 - b. \$20,000 - July 1, 2022 to June 30, 2023.
 - c. Funding for the second year, July 1, 2022 to June 30, 2023, is contingent on satisfactory completion of all contract requirements and continued state funding.
 - d. In order to receive funding for the second year, grantees are required to submit an updated Action Plan and Budget to DBHR by June 15, 2022, for approval by Contract Manager.
- ii. Schedule for MHPP Allocations is as follows:
 - a. \$20,000 - Contract start date to June 30, 2022; and
 - b. \$20,000 - July 1, 2022, to June 30, 2023.
 - c. Funding for the second year, July 1, 2022 to June 30, 2023, is contingent on satisfactory completion of all contract requirements and continued state funding.
 - d. In order to receive funding for the second year, grantees are required to submit an updated Action Plan and Budget to DBHR by June 15, 2022, for approval by Contract Manager.
- iii. Contractor must manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract, utilizing only the funding assigned within each respective fiscal year.
- iv. HCA reserves the right to reduce the funds awarded in the Contract if the Contractor does not implement services within 30 days of the services start date in the approved Action Plan.
- v. HCA reserves the right to reduce the funds awarded in the Contract if the Contractor expenditures are below sixty percent (60%) of expected levels during the fiscal quarter. Expenditures will be reviewed quarterly.

2. Implementation of Prevention Services.

Contractor must implement the approved programs and strategies from HCA RFA #2021HCA2 and approved by HCA as outlined below:

- i. Program implementation must be in alignment with the approved Action Plan and Budget submitted by the Contractor in response to HCA RFA #2021HCA2. This includes the approved program(s), dates and timelines, scope, dosage, target audience(s), leadership, and responsible parties.
- ii. If requested by HCA, submit revised Action Plan and/or Budget to accommodate federal or state funding requirements within 15 days of executed contract or as needed. Contractor must receive approval of Action Plan prior to implementation and spending.

- iii. Funds must only be used to support program costs included in the approved Action Plan. This includes staff for program planning, training, implementation, service data entry, and evaluation.
- iv. Programs must be implemented for the target audience for which they were designed, in an ongoing cycle, and within the communities designated in the HCA approved Action Plan.
- v. Ensure only program facilitators which are formally trained or certified as trainers are used for the program(s) selected, if indicated as necessary by the program.
- vi. Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing, via email, to the HCA Contract Manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.
- vii. All mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring, <https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/> . Any COVID-19 adaptations, shall include adherence to E-Mentoring Supplements to the Elements of Effective practices for Mentoring and MENTOR National's Resources and Recommendations for the COVID-19 Pandemic.
- viii. Participate in monthly check-in phone calls with HCA Contract Manager or designee. Frequency of check-in calls may change if deemed appropriate by HCA and will be based on technical assistance needs and contract compliance.
- ix. Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
 - a. Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes; local needs and gaps; leveraged resources; and, other locally identified factors that influence service delivery throughout the year.
 - b. Regular annual schedule and community dissemination plan shall be identified as part of the CBO Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually.
 - I. Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, according to the RFA #2021HCA2 or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to due date, unless otherwise specified. For DMA and MHPP CBOs, an updated Action Plan and Budget is due by June 15 of each year that this Contract is active. For any CBOs receiving SOR funding, an updated Action Plan and Budget are due August 15 of each year that this Contract is active, unless otherwise specified.
 - II. Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
 - III. Enter approved programs, based on the priorities, goals and objectives described in the approved Action Plan, into Minerva within thirty (30) business days of Action Plan approval or as directed by PSM.

3. DMA Program Requirements:

- i. Dedicated Marijuana Account Funds (DMA) shall be used for program and strategy training and implementation.
 - a. All programs planned and implemented with DMA shall be programs selected from the current DBHR provided youth marijuana use prevention and reduction program list as outlined by DBHR in the RFA # 2021HCA2 and found at <https://www.theathenaforum.org/EBP>.
 - I. No less than eighty-five percent (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
 1. At the end of each SFY, Contractor must ensure this requirement is met.
 - II. Up to fifteen percent (15%) of DMA funds may be expended on Promising Programs on the identified program list.
 2. At the end of each SFY, Contractor must ensure this requirement is met.
 - b. Any and all DBHR approved changes to the original application or Action Plan must adhere with RCW 69.50.540, to ensure at least eighty-five percent (85%) of the funds are directed to evidence-based (EBP) or research-based programs (RBP), and up to fifteen percent (15%) of the funds may be directed to promising practices (PP) as outlined by DBHR in the RFA # 2021HCA2.

4. MHPP Program Requirements:

- i. A minimum of two (2) Youth Mental Health First Aid (YMHFA) trainings will be provided and must include the following;
 - a. Must be delivered by certified YMHFA instructors;
 - b. Must take place in the community identified in the application;
 - c. Must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health, <http://www.thenationalcouncil.org/about/mental-health-first-aid>.
 - d. Up to \$5,000 from this award can be used to support implementation of each required YMHFA training in Year 1 and Year 2, not to exceed \$5,000 per state fiscal year and for a total of \$10,000 over the grant period. Eligible expenses include trainer fees, materials, facility rental and all other expenses associated with the training.

These funds can be used to train individuals to participate in YMHFA Training of Trainers.
 - e. Must be delivered in one of the following formats:
 - I. One (1) session with eight (8) hours of instruction: or,
 - II. Two (2) sessions with a total of eight (8) hours of instruction;
 - f. Contractor must implement, with fidelity, the required YMHFA Trainings one (1) to be completed in Year 1 by June 30, 2022 and the second (2) completed in Year 2 no later than June 30, 2023.
 - g. If Contractor has previously held a contract with HCA for MHPP/Suicide Prevention CBO services and has fully saturated their Community with this training they may submit a request for an exception to this requirement. This must be approved by the HCA Contract Manager.
- ii. Contractor will conduct at least two (2) Community Awareness raising activities focusing on mental health promotion or suicide prevention, or both, during the period of the contract. The contractor shall

implement one (1) Community Awareness activity per state fiscal year, with the first one completed by June 30, 2022 and second completed no later than June 30, 2023.

5. Prevention Training

- i. Contractor shall participate in all required training events identified by HCA.
- ii. Contractor contact on page one (1) of this Contract and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.
- iii. Non-Required Training in CBO contracts
 - a. In the absence of trainings identified in the approved Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Action Plan.
 - b. Contractor shall ensure any requests for training in addition to the approved training in the Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
 - I. Coalition building and/or community organization.
 - II. Capacity building regarding prevention theory and practice.
 - III. Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the approved Action Plan.
 - IV. Capacity building in non-CPWI communities to expand CBO efforts and meets overall goals and objectives of CBO grants may be approved by Contract Manager or designee upon request.
 - c. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
 - d. Contractor shall bill for training events on an A-19 per billing code according to the Substance Use Disorder and Mental Health Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Section 3 c., Prevention Report Schedule/Due Dates.

6. Media Materials

- i. HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about HCA funding. The funding source shall be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.
- ii. Media materials and publications developed with HCA funds, including messaging specifically directed to youth, shall be submitted to the Contract Manager or designee for approval prior to publication (HCA will respond within five (5) business days).
 - a. Exceptions: Contractor does not need to submit the following items to Contract Manager or designee:
 - I. Newsletters and fact sheets.

- II. News coverage resulting from interviews with reporters. This includes online news coverage.
- III. Newspaper editorials or letters to the editor.
- IV. Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
- V. When a statewide media message is developed by HCA, is localized, and if the only change is the local CBO information and funding source acknowledgment from CBO, coalition or public health entities.
- VI. When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local CBO information and funding source acknowledgement from CBO, coalition or public health entities.

7. Secure Prescription Take-Back and Lock Box project.

Contractors who implement a Secure Prescription Take-Back and/or Lock Box project must ensure the following additional requirements:

- i. The Secure Prescription Take-Back and/or Lock Box project must align with the community needs assessment and will increase local capacity to address prescription drug misuse and abuse by reducing social availability of prescriptions in the community.
- ii. Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the Secure Prescription Take-Back and/or Lock Box project as set forth below:
 - a. Enhance community capacity to practice safe disposal of medications by promoting permanent secure drop box in the location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations).
 - b. Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
 - c. Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at EPA approved locations may be permitted depending upon source of funds and must be approved by the Contract Manager in advance.
 - d. Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
 - e. Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).
 - f. Utilize publications already available through HCA/DBHR and other websites. (i.e., SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.stopoverdose.org and www.takebackyourmeds.org).
 - g. Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.

- h. Prior to purchasing home medication lock boxes or bags Contractor will submit to HCA/DBHR in writing a plan for the purchase and distribution of home medication storage device including the cost and source of the home storage devices, the number of devices to be purchased, a clear plan for distribution, and method for tracking the use of the devices. Contractor must also demonstrate how the distributed home medication devices will be altered (by engraving, indelible ink, or other means) to have no cash value.
- i. Contractor is required to maintain records of pre and post surveys for lock box distribution and record in Minerva upon request from HCA/DBHR.

8. Food Costs.

Food costs are generally unallowable during program implementation except within the following parameters:

- i. Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.
- ii. Ensure that light refreshment costs do not exceed \$3.00 per person.
- iii. Meals may be provided for participants using MHPP or DMA funds only if:
 - a. The training is four (4) hours or more in duration; or
 - b. The program is a recurring, direct service in the family domain, lasting two (2) hours or more in duration and must be approved in the action plan and budget.
- iv. Meals are not allowable costs with SOR or SOR II funds.
- v. Contractor shall adhere to current state per-diem rates for meals accessible at www.ofm.wa.gov/policy/10.90.htm.
- vi. No more than a total of \$1,000 may be spent on food or light refreshments per CBO contract per year.

9. Reporting Requirements.

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

- i. Prevention Activity Data Reports

Contractor shall:

- a. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.
- b. Ensure accurate and unduplicated reporting.
- c. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
- d. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.
- e. The maximum extension request permitted is ten (10) business days.

- f. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- g. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
 - I. Extensions granted due to Minerva technical issues will be excluded from this count.
- h. Ensure all required demographic information is provided for individual participant; population reach; aggregate; environmental and mentoring or 1-to-1 services in Minerva.
- i. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.
- j. Complete prevention reporting, according to the Schedule/Due Dates below:

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

ii. Outcome Measures

- a. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.
 - I. Pre/Post test are required for all recurring direct service programs.
 - II. Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.
- b. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
 - I. Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.

- II. Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.
- iii. Performance Work Statement/Evaluation.
 - a. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Activity Log with individual participant sessions.
 - I. "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
 - II. Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
 - III. Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
 - b. HCA shall use the following protocol for evaluation:
 - I. Matched pre-test and post-test pairs will be used in the analysis.
 - II. To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
 - III. If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
 - c. Different groups, as determined by Activity Logs, receiving the same program will be clustered by school district.
 - I. In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - II. The results of one (1) provider in a given school district will not impact another provider in the same district.
 1. In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.
 2. Results for groups, as determined by Activity Logs, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
 - III. If fewer than half of the participants in a group, as determined by Activity Log, within a given school district, report positive change in the intended outcome:
 1. Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.

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

10. Requirements

- i. Background Checks.
 - a. The Contactor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
 - b. When providing services to youth, Contractor shall ensure that requirements of WAC 388-06-0170 are met.
- ii. Services and Activities to Racial/Ethnic Minorities and Diverse Populations.

Contractor shall:

- a. Ensure all services and activities provided by Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.
 - b. Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for racial/ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
 - c. Take the initiative to strengthen working relationships with other agencies serving these populations. Contractor shall require its subcontractors to adhere to these requirements.
- iii. Continuing Education.
- Ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 USC 300x-28(b) and 45 CFR 96.132(b).
- iv. Single Source Funding.
- a. Contractor shall ensure all subcontractors that Single Source Funding means that a subcontractor can use only one (1) source of funds at any given time.
 - b. Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source.

ATTACHMENT 2 - Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2: *Definitions* of this Contract **K5263** for **CBO Prevention Services**, the definitions below apply to this Attachment.

- i. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - a. Passwords for external authentication must be a minimum of 10 characters long.
 - b. Passwords for internal authentication must be a minimum of 8 characters long.
 - c. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- ii. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- iii. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- iv. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- v. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
- vi. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- vii. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Confidential Information Transmitting

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

- ii. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

Contractor agrees to store Confidential Information as described:

- i. Data at Rest:
 - a. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - b. Data stored on Portable/Removable Media or Devices:
 - 1. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - 2. HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 - i. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 - ii. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - iii. Keeping devices in locked storage when not in use;
 - iv. Using check-in/check-out procedures when devices are shared;
 - v. Maintain an inventory of devices; and
 - vi. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- ii. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

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

The HCA Confidential Information must be kept in one of the following ways:

- a. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - b. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - c. in a database that will contain only HCA Data; or
 - d. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - e. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- ii. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

5. Confidential Information Shared with Subcontractors

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

6. Confidential Information Disposition

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

- i. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4: *Confidential Information Segregation*, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

ATTACHMENT 3 – Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT is made between **Lewis County** (Business Associate) and the Washington State Health Care Authority (HCA). This agreement does not expire or automatically terminate except as stated in Section 5.

This Agreement relates to **K5263** between the Business Associate and HCA unless otherwise agreed. Business Associate is or may be a “Business Associate” of HCA as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Contract is terminated, this Agreement nonetheless continues in effect.

This Business Associate Agreement supersedes any existing Business Associate Agreement the Business Associate may have with HCA. It also supersedes any “business associate” section in an underlying Contract.

1. DEFINITIONS

Access attempts - Information systems are the frequent target of probes, scans, “pings,” and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are “access attempts.”

Day - means business days observed by Washington State government unless otherwise specified.

Catch-all definitions - The following terms used in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.

Clients or Individuals - “Clients” or “individuals” are people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.

Contract or Underlying Contract - “Contract” or “underlying contract” means all agreements between Business Associate and HCA under which Business Associate is a “business associate” as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.

Effective Date - “Effective Date” means the date of the signature with the latest date affixed to the Agreement.

HIPAA Rules; Security, Breach Notification, and Privacy Rules - “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the “Security Rule” is subpart C (beginning with §164.302), the “Breach Notification Rule” is subpart D (beginning with § 164.400), and the “Privacy Rule” is subpart E (beginning with § 164.500).

Protected Health Information or PHI - "Protected Health Information" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

i. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the underlying contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

ii. Safeguards

Business Associate will use appropriate safeguards and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Contract or this Agreement. Business Associate will store and transfer PHI in encrypted form.

iii. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associate's system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associate will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

- a. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
- b. Resulted in material interference with Business Associate's information system used with respect to PHI subject to this Agreement, or
- c. Caused an unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice to HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as

described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. BREACH NOTIFICATION

"Breach" is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.

Business Associate will notify HCA of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at that time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA, however, as soon as possible. To the extent possible, these reports must include the following:

- i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
- ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- iii. A description of the types of PHI involved;
- iv. The investigative and remedial actions the Business Associate or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
- vi. Such other information as HCA may reasonably request.

If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA. In any event, Business Associate will notify HCA of its intent to give any notification under a state breach notification law no fewer than ten (10) business days before giving such notification.

If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:

- i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
- ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and

- iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. Subcontractors

Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA, Business Associate will identify to HCA all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. Access

Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR § 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA Rules.

6. Amending PHI

Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR § 164.526, or take other measures requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and inform HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. Accounting

Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR § 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. Obligations

To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. Books, etc.

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. Mitigation

Business Associate will mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement, or the Contract.

11. Indemnification

To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

i. Limited use and disclosure

Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Contract.

ii. General limitation

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

iii. Required by law

Business Associate may use or disclose PHI as required by law.

iv. De-identifying

Business Associate may de-identified PHI in accordance with 45 CFR § 164.514(a)-(c).

v. Minimum necessary

Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. DISCLOSURE FOR MANAGEMENT AND ADMINISTRATION OF BUSINESS ASSOCIATE

Subject to subsection 3.6.2, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

The disclosures mentioned in subsection 3.6.1 above are permitted only if either:

- a. The disclosures are required by law, or
- b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

i. Aggregation

Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Contract.

14. ACTIVITIES OF HCA

i. Notice of privacy practices

HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.

ii. Changes in permissions

HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

iii. Restrictions

HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. TERM AND TERMINATION

i. Term

This Agreement is effective as of the earliest of:

- a. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
- b. The effective date of the Contract, or if there is more than one Contract then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

- a. Termination of the provision of Services under the Contract or, if there is more than one Contract, under the last of the Contracts under which services are terminated,

- b. The termination of this Agreement as provided below, or
- c. The written agreement of the parties.

ii. Termination for Cause

HCA may terminate this Agreement and the Contract (or either of them), if HCA determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

iii. Obligations of Business Associate upon termination

The obligations of the Business Associate under this subsection 5.3 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

- a. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of this subsection 5.3, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction);
- c. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of this subsection 5.3, If the PHI is destroyed it shall be rendered unusable, unreadable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide HCA with appropriate evidence of destruction);
- d. Not use or disclose any PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions that applied before termination;
- e. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- f. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

iv. Successor

Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Contract.

16. MISCELLANEOUS

i. Amendment

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

ii. Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

iii. HCA Contact for Reporting and Notification Requirements

Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO Box 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

ATTACHMENT 4 - Data Use, Security and Confidentiality

1. Definitions

In addition to the definitions set out in Section 2: *Definitions*, of the Contract, the definitions below apply to this Attachment:

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

“Client” means an individual who is eligible for or receiving services.

“Data” means the information that is disclosed or exchanged as described by this Contract. For purposes of this Contract, Data means the same as “Confidential Information.”

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

“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, address, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

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

“Use” includes the sharing, employment, application, utilization, examination, or analysis of Data.

2. Description of Data

- i. Contractors collect various data elements associated with prevention programming and service delivery. The Data will be provided by contractors on a monthly and a quarterly basis and entered into Minerva.
- ii. Data Use Purpose. *(if more detail from purpose of overarching agreement is needed (i.e., more restrictions, etc.)* The data is used by state and local providers for contract management, program monitoring and to evaluate outcomes.
- iii. Data elements associated with prevention programming including but not limited to:
 - a. Program and service details such as:
 - i. Name of program
 - ii. Program length in time and date
 - iii. Target service populations
 - iv. Target age groups
 - v. Location of activity in city, county, and zip code
 - vi. Number of participants
 - vii. Survey instruments used as well as fidelity plan
 - viii. Indirect and direct hours contributed by program staff and community coalition coordinators
 - ix. EBP status
 - x. CSAP strategy and service code
 - xi. IOM category
 - xii. Target substance and behavioral health problem

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

3. Data Classification

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

The Data that is the subject of this Contract may be in any of the Categories indicated below:

Category 1 – Public Information

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

Category 2 – Sensitive Information

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

Category 3 – Confidential Information

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

- Personal Information about individuals, regardless of how that information is obtained;
- Information concerning employee personnel records;
- Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling.

Category 4 Data is information that is specifically protected from disclosure and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data

- i. The Data being shared/accessed is owned and belongs to HCA.
- ii. This Contract does not constitute a release of the Data for Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the

purpose of this Contract. Any analyses, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.

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

5. Security of Data

i. Data Protection

- a. Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - b. Allowing access only to staff that have an authorized business requirement to view the Confidential Information; and
 - c. Physically securing any computer, documents, or other media containing the Confidential Information.

ii. Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 4, *Confidential Information Security Requirements*, and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policy/securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

iii. Data Disposition

For the purposes of this section "fiscal year" is from July 1 to June 30.

Upon request by HCA, at the end of the Contract term, when no longer needed, or 6 years after the end of the fiscal year in which the Data is received, Confidential Information/Data must be returned to HCA or disposed of as set out in Attachment 4, *Confidential Information Security Requirements*, except as required to be maintained for compliance or accounting purposes.

6. Data Confidentiality and Non-Disclosure

i. Data Confidentiality and Non-Disclosure

a. Data Confidentiality

Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

- as provided by law; or
- with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

b. Penalties for Unauthorized Disclosure of Data

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

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Contractor must comply with all applicable federal laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

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

c. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. However, no subcontract will terminate Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor

ii. **Data Breach Notification**

The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within two (2) business days of discovery. If Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

- a. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
- b. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- c. A description of the types of Data involved;
- d. The investigative and remedial actions Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- e. Any details necessary for a determination of the potential harm to individuals whose Data is believed to have been used or disclosed and the steps those individuals should take to protect themselves; and
- f. Any other information HCA reasonably requests.

- iii. Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- iv. If notification of the Breach or possible Breach must, in the judgement of HCA, be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - a. HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - b. In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients, such as paying for regular credit watches in some cases.
 - c. Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- v. Any breach of this clause may result in termination of the Contractor and the demand for return or disposition, as described in Section 5.iii, of all Confidential Information.
- vi. Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any Breach or possible Breach at any time.

7. Inspection

HCA reserves the right to monitor, audit, or investigate compliance with this Contract in regards to the Personal Information and PHI of Enrollees collected, used, or acquired by Contractor during the term of this Contract and for six (6) years following termination or expiration of this Contract. HCA will have access to Contractor's records and place of business for this purpose. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

8. Indemnification for Unauthorized Use or Release

The Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Enrollees.

Certificate Of Completion

Envelope Id: CFE8684B3162447B9C086FB664EBF8F7	Status: Delivered
Subject: DocuSign Notice: K5263-GSR-Lewis County Public Health & Social Svcs.pdf, K5263-LewisCounty.pdf	
Source Envelope:	
Document Pages: 67	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lisa Nelson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	626 8th Ave SE
	Olympia, WA 98501
	Lisa.Nelson@HCA.WA.GOV
	IP Address: 198.239.14.178

Record Tracking

Status: Original	Holder: Lisa Nelson	Location: DocuSign
7/20/2021 8:50:17 PM	Lisa.Nelson@HCA.WA.GOV	

Signer Events

Rachelle Amerine
 rachelle.amerine@hca.wa.gov
 Contracts Administrator
 CloudPWR OBO Washington State Health Care Authority-Sub Account
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

DocuSigned by:

 71E17FEBBC774E7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 147.55.199.235

Timestamp

Sent: 7/21/2021 7:27:06 AM
 Viewed: 7/21/2021 8:15:30 PM
 Signed: 7/21/2021 8:16:47 PM

JP Anderson
 jp.anderson@lewiscountywa.gov
 Director
 Lewis County Public Health & Social Services
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 7/22/2021 8:04:59 AM
 ID: b297e448-0b54-41d1-a611-c5e77fb70035

Sent: 7/21/2021 8:16:50 PM
 Viewed: 7/22/2021 8:04:59 AM

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Brittany Smith
 brittany.smith@hca.wa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 3/11/2021 2:20:55 PM
 ID: 56a6c5b6-0254-4fba-909f-c52834377bee

COPIED

Sent: 7/21/2021 7:27:07 AM

Carbon Copy Events	Status	Timestamp
Heidi Jones heidi.jones@hca.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/21/2021 7:27:06 AM
Darci Southgage darci.southgage@lewiscountywa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/21/2021 8:16:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2021 7:27:07 AM
Certified Delivered	Security Checked	7/22/2021 8:04:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CloudPWR OBO Washington State Health Care Authority-Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CloudPWR OBO Washington State Health Care Authority-Sub Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: todd.stone@hca.wa.gov

To advise CloudPWR OBO Washington State Health Care Authority-Sub Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at todd.stone@hca.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CloudPWR OBO Washington State Health Care Authority-Sub Account

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CloudPWR OBO Washington State Health Care Authority-Sub Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to todd.stone@hca.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CloudPWR OBO Washington State Health Care Authority-Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CloudPWR OBO Washington State Health Care Authority-Sub Account during the course of your relationship with CloudPWR OBO Washington State Health Care Authority-Sub Account.