	<b>PROFESSIONAL SERVICES CONTRACT for</b> Projects for Assistance in Transition of Homelessness (PATH) Teams Services	HCA Contract Number: K8017 Contractor Contract Number:
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**THIS CONTRACT** is made by and between the Washington State Health Care Authority, (HCA) and North Sound Behavioral Health Administrative Service Organization, (Contractor).

CONTRACTOR NAME North Sound Behavioral Health Administrative Services Organization, LLC		CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR ADDRESS   Street 2021 E. College Way, Suite 101	City Mount Vernon	State WA	Zip Code 98273-5462
CONTRACTOR CONTACT JanRose Ottaway Martin	CONTRACTOR TELEPHONE (360) 416-7013	CONTRACTOR E-MAIL ADDRESS JR_OttawayMartin@nsbhaso.org	
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			



HCA PROGRAM Recovery Support Services	HCA DIVISION/SECTION Division of Behavioral Health and Recovery (DBHR)
HCA CONTACT NAME AND TITLE Em Jones, HCA Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 951-1961	HCA CONTACT E-MAIL ADDRESS <a href="mailto:em.jones@hca.wa.gov">em.jones@hca.wa.gov</a>

CONTRACT START DATE October 1, 2024	CONTRACT END DATE September 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$219,026.00
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**PURPOSE OF CONTRACT:**

Projects for Assistance in Transition of Homelessness (PATH) provides street outreach and support services to people experiencing Serious Mental Illness (SMI) or Co-Occurring Disorder (COD), SMI in addition to Substance Use Disorder (SUD), who are experiencing homelessness or at imminent risk of experiencing homelessness.

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

CONTRACTOR SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE JanRose Ottaway Martin JanRose Ottaway Martin, Executive Director	DATE SIGNED 10/17/2024
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator	DATE SIGNED 10/16/2024

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## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure client services through Projects for Assistance in Transition from Homelessness (PATH) programs; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and North Sound Behavioral Health Administrative Services Organization, LLC (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with North Sound Behavioral Health Administrative Services Organization, LLC will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to North Sound Behavioral Health Administrative Services Organization, LLC this Contract, the terms and conditions of which will govern Contractor's providing to HCA Projects for Assistance in Transition from Homelessness (PATH) programs.

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

### 1. **STATEMENT OF WORK (SOW)**

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

### 2. **DEFINITIONS**

**"Alcohol or Drug Treatment"** means preventive, diagnostic, inpatient or outpatient treatment services as well as supportive services provided to people who are experiencing psychological and/or physiological dependence on one or more substances (Substance Use Disorder (SUD)), or who are experiencing Co-Occurring Disorder (COD) (SUD in addition to Serious Mental Illness (SMI)).

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

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

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

**“Business Associate Agreement” or “BAA”** means an agreement that includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

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

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

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

**“Community Mental Health Services”** means community-based support designed to stabilize and provide ongoing supportive services to individuals with mental illnesses/co-occurring disorders or dual diagnoses. This general category does not include case management, alcohol, or drug treatment and/or habilitation and rehabilitation since they are defined separately in this document.

**“Confidential Information”** means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data as described in Attachment 4, Section 3 *Data Classification*, which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

**“Continuum of Care”** refers to community-wide systems that provide a comprehensive range of health services, so that care can evolve with participants over time. With the shared goal of ending homelessness, this system may include providers from non-profit organizations, State, and local government, to quickly re-house individuals experiencing homelessness and families to minimize trauma and dislocation; this system also aims to promote access to and effective utilization of mainstream programs; as well as to optimize self-sufficiency among individuals and families experiencing homelessness.

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

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

**“Contractor”** means North Sound Behavioral Health Administrative Services Organization, LLC, its employees and agents. Contractor includes any firm, provider, organization, individual

or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**“Co-Occurring Disorders” or “COD” or “Co-Occurring Serious Mental Illness and Substance Use Disorder”** means an individual’s Serious Mental Illness and SUD can be diagnosed independently of one another.

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

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

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

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

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

**“Division of Behavioral Health and Recovery” or “DBHR”** means the Division within the Health Care Authority that provides funding, training, and technical assistance to community-based providers for prevention, intervention, treatment, and recovery support services to people in need.

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

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

**“Funding Opportunity Announcement” or “FOA”** means a publicly available document by which a federal agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds.

**“Habilitation and Rehabilitation Services”** means community-based treatment and education services designed to promote maximum functioning, a sense of well-being, and a

personally satisfying level of independence for Individuals who are homeless and have Serious Mental Illness (SMI)/COD.

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

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

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

**“Homeless Management Information System”** or **“HMIS”** means the system managed by the local Continuum of Care or the Balance of State Homeless system managed by the Washington State Department of Commerce. As mandated by the Homelessness Housing and Assistance Act (ESSHB 2163 - 2005), the Department of Commerce is responsible for operating the HMIS for counties that do not operate their own compliant system.

**“Homelessness”** or **“At Imminent Risk of Experiencing Homelessness”** means lacking fixed, regular, and adequate night-time residence, or having a primary night-time residence that is:

- i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations.
- ii) An institution that provides a temporary residence for individuals.
- iii) A public or private place not intended for human habitation.

**“Housing Services”** means the following:

- i) Minor renovation, expansion, and repair of housing;
- ii) Planning and apply for housing;
- iii) Applying for housing assistance;
- iv) Improvement of the coordination of housing services;
- v) Security deposits;
- vi) Costs associated with matching PATH-enrolled individuals with appropriate housing situations; and
- vii) One-time rental payment to prevent eviction.

**“Improving the Coordination of Housing Services”** means the process of systematically analyzing interagency interactions among housing service providers, developing relevant

information, and informing appropriate authorities of viable alternatives for selection of the most effective combination of available resources to best meet the residential needs of the intended population.

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

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

**“In-reach”** means outreach through the ‘Supportive Services’ project in HMIS that may include “in- reach”, defined as when outreach staff provide services at a site frequented by people experiencing homelessness, such as a shelter or community resource center, and direct, face-to-face interactions occur at the site. In this form of outreach, PATH-eligible individuals seek out contact with PATH-funded outreach staff.

**“Intended Use Plan” or “IUP”** means Section C of the Contractor-submitted and HCA approved Local Provider Intended Use Plan for the Washington PATH Application for federal funding. IUP includes program budget and goals, including contacts, enrollments, connection to community mental health services, attainment of housing and substance use treatment services.

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

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

**“Minor Renovation”** means services or resources provided to make essential repairs to a housing unit to provide or improve access to the unit and/or eliminate health or safety hazards.

**“One-Time Rental Payments to Prevent Eviction”** means one-time rental payments are made on behalf of a PATH-enrolled individual who is at risk of eviction without assistance and who qualify for these services based on income or need.

**“Outreach”** means the process of making contact and creating relationships with individuals who may not already be connected to supportive services. Effective Outreach utilizes strategies that engage individuals and may offer connection to an array of services, including screening, rapport, assistance with immediate, basic needs, and referral to appropriate or requested resources. Outreach results in increased access and utilization of community services by PATH-eligible individuals.



**“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.

**“PATH-Enrolled Individual”** means an individual who has been determined to meet the PATH eligibility criteria, about whom documentation has been prepared, who have consented to services, and a Release of Information (ROI) and who is receiving services funded by a PATH program.

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

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

**“Projects for Assistance in Transition from Homelessness” or “PATH”** means the Federal grant program that provides outreach and engagement services to program-eligible individuals, meaning people who are experiencing SMI, or COD and who are experiencing homeless or at imminent risk of experiencing homelessness.

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

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

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

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

**“Security Deposits”** means provision of funds for PATH-enrolled individuals who are in the process of acquiring rental housing, and who are found eligible based on needs assessment, this service is provided to stabilize housing.

**“Serious Mental Illness”** or **“Mental Illness”** or **“SMI”** means an adult (age 18 or older) individual who appears to have or has been determined to have a diagnosable and persistent mental or emotional impairment that seriously limits the individual’s major life activities and/or ability to live independently.

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

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

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

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

**“Substance Abuse and Mental Health Services Administration”** or **“SAMHSA”** means the agency within the U.S. Department of Health and Human Services that stewards public health efforts to develop and administer substance use and behavioral health support services to citizens across all states and territories of the United States.

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

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

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

#### **3.1 PERFORMANCE EXPECTATIONS**

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

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

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

#### **3.2 TERM**

- 3.2.0 The initial term of the Contract will commence on **October 1, 2024**, and continue through **September 30, 2025**, unless terminated sooner as provided herein.
- 3.2.1 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

#### **3.3 COMPENSATION**

- 3.3.0 The parties have determined the cost of accomplishing the work herein will not exceed **\$219,026.00**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.1 Contractor's compensation for services rendered will be based on the schedule set forth in *Attachment 1: Statement of Work*.

3.3.2 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred. .

### 3.3.3 Single Audit Act Compliance

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

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

## 3.4 INVOICE AND PAYMENT

3.4.0 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.

3.4.1 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.2 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.

3.4.3 Invoices must be submitted to [em.jones@hca.wa.gov](mailto:em.jones@hca.wa.gov) with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

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

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

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

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

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

### **3.5 CONTRACTOR AND HCA CONTRACT MANAGERS**

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

3.5.1 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

- 3.5.2 The contact information provided on the first page (cover page of the Contract) may be changed by written notice of the change (email acceptable) to the other party.

### 3.6 KEY STAFF

- 3.6.0 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.6.1 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

### 3.7 LEGAL NOTICES

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

- 3.7.0 In the case of notice to the Contractor:

Refer to first page (cover page of the Contract)

- 3.7.1 In the case of notice to HCA:

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

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

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

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

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

- 3.8.0 Applicable Federal and State of Washington statutes and regulations;
- 3.8.1 Recitals;
- 3.8.2 Special Terms and Conditions;
- 3.8.3 General Terms and Conditions;
- 3.8.4 Attachment 2: *Federal Award Terms*;
- 3.8.5 Attachment 3: *Federal Compliance, Certifications and Assurances*;
- 3.8.6 Attachment 4: *Federal Subaward Identification*;
- 3.8.7 Attachment 1: *Statement of Work*;
- 3.8.8 Attachment 5: *CMHS Government Performance and Results Act Performance Measures*;
- 3.8.9 Attachment 6: *Local Match Certification*; and
- 3.8.10 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### **3.9 INSURANCE**

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

- 3.9.0 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

- 3.9.1 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.9.2 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.3 Industrial Insurance Coverage  
  
Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.
- 3.9.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.
- 3.9.5 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.
- 3.9.6 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

#### **4. GENERAL TERMS AND CONDITIONS**

##### **4.1 ACCESS TO DATA**

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement and at no additional cost. This includes access to all



information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

## **4.2 ACCESSIBILITY**

- 4.2.0 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.1 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.2 **REMEDIATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 4.2.3 **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with this section.

## **4.3 ADVANCE PAYMENT PROHIBITED**

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

#### **4.4 AMENDMENTS**

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

#### **4.5 ASSIGNMENT**

4.5.0 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including, but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.0 of the Contract will be null and void.

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

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

#### **4.6 ATTORNEYS' FEES**

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

#### **4.7 CHANGE IN STATUS**

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

#### **4.8 CONFLICT OF INTEREST**

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

## **4.9 CONFORMANCE**

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

## **4.10 COVERED INFORMATION PROTECTION**

- 4.10.0 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.1 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.
- 4.10.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) and any other amendments (HIPAA).
- 4.10.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

## **4.11 CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any

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

#### **4.12 COVENANT AGAINST CONTINGENT FEES**

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

#### **4.13 DEBARMENT**

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

#### **4.14 DISPUTES**

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

- 4.14.0 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party

may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

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

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

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

#### **4.15 ENTIRE AGREEMENT**

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

#### **4.16 FORCE MAJEURE**

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

#### **4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED**

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

4.17.0 Terminate this Contract pursuant to Section 4.39.2, *Termination for Non-Allocation of Funds*;

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

#### **4.18 GOVERNING LAW**

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11<sup>th</sup> Amendment to the United States Constitution.

#### **4.19 HCA NETWORK SECURITY**

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

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

#### **4.20 INDEMNIFICATION**

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

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

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

#### **4.22 LEGAL AND REGULATORY COMPLIANCE**

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

#### **4.23 LIMITATION OF AUTHORITY**

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

#### **4.24 NO THIRD-PARTY BENEFICIARIES**

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

## 4.25 NONDISCRIMINATION

- 4.25.0 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- 4.25.1 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 4.25.2 Default. Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 4.25.3 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. HCA shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe HCA for default under this provision.

## 4.26 OVERPAYMENTS TO THE CONTRACTOR

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



## 4.27 PAY EQUITY

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

## 4.28 PUBLICITY

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

## **4.29 RECORDS AND DOCUMENT REVIEW**

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

## **4.30 REMEDIES NON-EXCLUSIVE**

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

## **4.31 RIGHT OF INSPECTION**

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

## **4.32 RIGHTS IN DATA/OWNERSHIP**

- 4.32.0 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.1 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.2 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.3 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.4 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.5 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### **4.33 SEVERABILITY**

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

#### **4.34 SITE SECURITY**

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke

security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

#### **4.35 SUBCONTRACTING**

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

#### **4.36 SUBRECIPIENT**

##### **4.36.0 General**

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

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

- C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- D. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- E. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or regulation;
- F. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or regulation; and
- G. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

#### 4.36.1 Single Audit Act Compliance

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

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

#### 4.36.2 Overpayments

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

#### 4.37 SURVIVAL

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

#### 4.38 TAXES

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

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

#### 4.39 TERMINATION

##### 4.39.0 Termination for Default

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

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

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

##### 4.39.1 Termination for Convenience

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

#### 4.39.2 Termination for Nonallocation of Funds

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

#### 4.39.3 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.39.4 Termination for Conflict of Interest

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

### 4.40 TERMINATION PROCEDURES

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

- 4.40.1 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- 4.40.2 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
  - D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
  - E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
  - F. Complete performance of any part of the work that was not terminated by HCA; and
  - G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

#### **4.41 TRANSITION OBLIGATIONS**

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its



designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

#### **4.42 TREATMENT OF ASSETS**

##### **4.42.0 Ownership**

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

##### **4.42.1 Use of Property**

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

##### **4.42.2 Damage to Property**

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

##### **4.42.3 Notice of Damage**

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

##### **4.42.4 Surrender of Property**

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

#### **4.43 WAIVER**

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

#### **4.44 WARRANTIES**

- 4.44.0 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.44.1 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.44.2 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.44.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

## **ATTACHMENT 1: STATEMENT OF WORK**

### **1. Purpose**

PATH is a vital resource in communities as providers, their partners, and stakeholders seek to end homelessness. PATH programs across the country have been instrumental in the development and improvement of effective outreach and engagement methods to people who are experiencing SMI/COD as well as homelessness or at imminent risk of experiencing homelessness. PATH programs offer initial connection to continuum of care services and referrals to longer term behavioral health support, primary health care, substance use treatment services and an array of other survival supports. PATH programs fulfill this role in communities by utilizing the guidance provided by SAMHSA to prioritize PATH program activities service provision to individuals experiencing chronic homelessness, veterans, and other underserved populations, connecting program participants to relevant providers in the continuum of care and continuing to innovate and create improved processes and services.

### **2. Guiding Principles**

- 2.1 **Person-Centered Services:** PATH programs are committed to services that meet the needs and preferences of people who are experiencing homelessness or at imminent risk of experiencing homelessness and who have SMI/COD. PATH provides services in collaboration, participant-led service plans and subsequent referrals and resources which are effective when needs are identified by the PATH participant.
- 2.2 **Cultural Humility in PATH Services:** PATH programs are committed to meeting the needs and preferences of individuals within the context of culture. For this to happen in a meaningful way, services must be offered in accordance with awareness and sensitivity to the uniquely appropriate language, customs, and cultural norms of individuals.
- 2.3 **Consumer/Peer-Run Services:** The history of the PATH program proves the effectiveness of services provided by people who have lived experience. Individuals who lived experience serve as powerful examples, and consumer/peer-run services are a strong tool in efforts to address homelessness.
- 2.4 **Commitment to Quality:** State PATH Contacts (SPCs) are committed to helping providers achieve high quality in all areas of service provision. Encouragement of evidence-based and exemplary practices within homelessness services and mainstream systems is part of this strategy.

### **3. Work Expectations**

The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth herein. The Contractor will implement services in accordance with the PATH program and HCA guidelines, including, but not limited to the following:

- 3.1 Identify Needs: Solicit past and current PATH participant input and recommendations

to identify service needs of PATH participants and pathways to improvement and increased relevancy for recipients.

- 3.2 Use information received from feedback and recommendations, PATH program management experience, and other information gained from reliable sources on ending homelessness to develop and implement an integrated system of PATH services, activities, and housing to accommodate local needs and circumstances of individuals experiencing homelessness; and
- 3.3 PATH services and activities must be consistent with [P.L. 101-645 Title V, Subtitle B](#), relating to PATH Eligible Clients, and as described in FOA # SM- 20-F3, previously provided to the Contractor and incorporated herein by this reference.

#### **4. Provide Intended Use Plan (IUP) Services**

Provide services and activities described in *Local Provider Intended Use Plan (IUP)*, within the amounts and categories listed in the HCA-approved Contractor IUP budget table.

- 4.1 The IUP will be the basis of the Contractor's, and any HCA-approved subcontractor's PATH services and activities using PATH funds under this contract.
- 4.2 Services will be culturally competent, professional, and effective.
- 4.3 Services will be provided in the least intrusive manner possible in locations where PATH-eligible individuals may be contacted and served.
- 4.4 The number of people to be served (contacted) are listed in the 'Client Information' section of the IUP. Provide services and activities described in the IUP.
- 4.5 Achieve or exceed national PATH Government Performance and Results Act (GPRA) performance measures in delivery and costs of services – see Attachment 5, Center for Mental Health Services (CMHS) Government Performance and Results Act Performance Measures (GPRA), as detailed in the IUP.
- 4.6 Maintain staffing levels detailed in the IUP.
- 4.7 Any proposed revisions to the IUP, or any HCA-approved successor IUP, must be submitted to the HCA Contract Manager listed on first page of this contract, when proposed revisions reflect substantial changes in PATH services and activities funded under this contract.
- 4.8 Revised IUPs are subject to approval by the HCA Contract Manager prior to implementation.
  - 4.8.0 Proposed changes must be submitted to HCA for consideration and approval, at least sixty (60) days before implementation; and
  - 4.8.1 Changes to the IUP approved by HCA in writing will be incorporated by reference into this contract and will supersede any previous versions of the IUP.

#### 4.9 IUP Requirements:

4.9.0 Annual submission to HCA in the form of an IUP by an HCA-established date, which will be communicated to the Contractor to enable HCA to meet the federal timeline for responding to the annual federal FOA for PATH funds.

- 4.9.1 Each IUP must provide a projected summary of performance in the following outcome measures:
- a. Number of individuals experiencing homelessness (over 18 years old) to be contacted;
  - b. Number of contacted PATH-eligible individuals who become enrolled in PATH program;
  - c. Number of PATH-enrolled individuals who are experiencing homelessness during period of service provision;
  - d. Number of PATH-enrolled individuals who will receive community mental health services;
  - e. Number of PATH-enrolled individuals referred to and who will attain housing;
  - f. Number of PATH-enrolled individuals referred to and who will attain SUD treatment services;
  - g. Number of PATH-funded staff trained in Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, Recovery (SOAR); and
  - h. Budget table and detailed budget narrative.

#### 5. Screen Clients for Eligibility Benefits

Ensure enrolled PATH clients are screened for eligibility for all possible benefits, including, but not limited to the following:

- 5.1 Services under the Prepaid Inpatient Health Plan (PIHP) or comparable services structures, including but not limited to emergency, psychiatric, medical, residential,

employment, and community support services;

5.2 Housing services and resources;

5.3 Veteran services;

5.4 SSI/SSDI or other disability and financial benefits;

5.5 Bureau of Indian Affairs (BIA) benefits;

5.6 Economic services;

5.7 Medical services;

5.8 SUD treatment services; and

5.9 Vocational rehabilitation services.

## **6. Target Priority Populations**

6.1 Give special consideration to services for veterans, and strongly encourage subcontractors to work closely with entities that demonstrate effectiveness in serving veterans experiencing homelessness.

6.2 SAMHSA strongly encourages PATH sites to prioritize services for the individuals who are experiencing chronic homelessness.

## **7. Create, Provide, and Maintain Documentation**

7.1 Maintain individual client service records for PATH-enrolled individuals, where each client service record will contain at minimum:

7.1.0 Every contact between PATH-funded staff and any individual who is PATH-eligible or enrolled in PATH is entered into HMIS.

7.1.1 Statement of goal or need as described by the PATH-enrolled individual.

7.1.2 Documentation of homelessness or chronic homelessness either by PATH-enrolled individual self-report or by PATH-funded staff observation.

7.1.3 History and/or symptoms or observable behaviors of the SMI experienced by the PATH-enrolled individual, reported and/or observed.

7.1.4 Assessment of PATH-enrolled individual's basic needs; including legal, health and safety concerns, cultural needs, SUD-related information or resources, as appropriate.

- 7.1.5 Service plan with regular updated of PATH-enrolled individual's progress toward goals stated on their service plan, including transfer to longer term supportive services:
- 7.1.6 Utilize HMIS data standards and submit PATH service data in accordance with State and Federal requirements. Participate in HMIS data collection activities and submit client service data electronically. SAMHSA requires data entry into HMIS in a timely manner to increase favorable health outcomes for participants. Every HMIS administrator has its own policies and procedures regarding timeliness of data entry for end users.
- 7.1.7 Contractor will provide annual report/IUP, in compliance with, but not limited to requirements below, some of which may be waived in writing by the HCA Contract Manager for the purpose of this Contract.
- 7.2 Each PATH agency supervisor or lead will submit one PATH Annual Data Report into PATH Data Exchange (PDX). HCA will grant access to the PDX site upon request. Analysis of performance will be based on IUP and factors that have affected local PATH project(s). This report includes measures taken to maintain and improve the integrity of PATH project(s):
  - 7.2.0 Submit through SAMHSA-required annual report database (PATH PDX) aggregate client service data consistent with the national 'PATH Annual Report Manual,' developed by SAMHSA's Homeless and Housing Resources Network and the CMHS GPRA Performance Measures, Attachment 5, attached herein'
  - 7.2.1 Respond to SAMHSA data checks associated with warnings in PATH PDX. SAMHSA reviews these data check measures each year and may request additional information to assist in evaluating the PATH program and reason why the GPRA measurement was not met. A list of current data checks is listed below. The Data Check measurements are as follows:
    - a. Zero individuals contacted = 0;
    - b. One hundred percent (100%) of persons contacted through outreach became enrolled in PATH;
    - c. Percentage of eligible persons contacted who became enrolled in PATH is less than forty-six percent (46%);
    - d. Number of persons enrolled has decreased by more than fifty percent (50%) since the previous year or increased by more than 100 percent since the previous year;
    - e. Percentage of PATH-Enrolled Individual who received community mental health services is less than fifty-three percent (53%) of the GPRA measure;
    - f. Number of PATH-enrolled individuals who are seventeen (17) years old or younger is greater than zero; and

- g. Sum of “Client refused” and “Data not collected” categories for each demographic data element (“Unknown” category for #28f) is greater than ten percent (10%) of the total number of persons enrolled in PATH (#15).

7.3 Contractor will provide a federal financial report to HCA Contract Manager annually, no later than sixty (60) days after the Contract Term Date, using the object class categories of [Federal Standard Form 424A](#) and HCA approved Contractor IUP Budget table.

7.4 Contractor will complete reports according to the time schedules designated, and/or communicated by HCA Contract Manager. Failure to submit required reports within the time specified may result in one or more of the following:

- a. Withholding of current or future payments;
- b. Withholding of additional awards for a project; and
- c. Suspension or termination of this contract.

7.5 Contractor will retain reporting-related records and provide access to the records for the period specified in [45 CFR Part 74](#), Subpart D, or [45 CFR 92.42](#).

7.5.0 Financial and programmatic records, supporting documents, statistical records, and all other records of the Contractor or Subcontractor that are required by the terms of this contract or subcontract, or may reasonably be considered pertinent to this contract or subcontract must be retained.

7.5.1 Maintain records that identify the source and usage of funds associated with the provision of Housing Services.

## **8. Work with Continuum of Care (COC) Committees**

8.1 Participate in the planning and collaboration of local Continuum of Care committees affecting PATH participants.

8.2 Strongly encourage subcontractors to participate in the planning and collaboration of local Continuum of Care committees.

## **9. Provide a smoke-free workplace and promote abstinence of all tobacco products.**

## **10. Comply with Federal and State Requirements, including employment standards, detailed in FOA.**

## **11. Achieve Performance Goals**

Achieve or exceed national PATH GPRA performance measures in delivery and costs of services – see Attachment 6, *Local Match Certification Form*, as established in the *Local Provider IUP*.



## **12. Provide Alternative Referrals to Religious Services**

If a religiously affiliated organization receives PATH funds, the Contractor will ensure that PATH services are separate in either time or location of services that are inherently religious in nature. If a PATH-enrolled individual chooses not to be served by that organization because of their religious affiliation, they must be referred to a different service provider.

## **13. Comply with Requirements, Conditions, and Limitations of PATH Funds**

13.1 The Contractor will not expend more than twenty percent (20%) of PATH funds under this contract, in accordance with current FOA. The Contractor must track the costs in this category with records demonstrating that the twenty percent (20%) cap has not been exceeded. This includes the following:

13.1.0 Minor Renovation, expansion, and repair of housing;

13.1.1 Technical assistance in applying for housing assistance;

13.1.2 Improving the coordination of housing services;

13.1.3 Security deposits;

13.1.4 The costs associated with matching eligible homeless individuals with appropriate housing situations; and

13.1.5 One-time rental payments to prevent eviction.

13.2 PATH funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. PATH funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

13.3 The Contractor will use PATH funds to supplement, not supplant, existing services to individuals with SMI/COD, and who are experiencing homelessness or at imminent risk of experiencing homelessness.

13.4 The Contractor will indicate clearly when issuing statements, press releases, requests for proposal, bid solicitations, and other documents describing projects or programs funded in whole or in part with PATH funds as follows:

13.4.0 The percentage of the total costs of the program or project financed with PATH funds;

13.4.1 The dollar amount of PATH funds for the program or project; and

13.4.2 The percentage and dollar amount of the total costs of the program or project that will be financed by non-governmental sources.

#### 14. Meet Requirements for Non-Federal Match Contributions

- 14.1 The Contractor will contribute no less than the required minimum (33.333%) of non-federal match funds based upon the total PATH award under this contract and in accordance with the following table:

<b>FY 2024 - 2025 IUP Federal Award Amount</b>	<b>Match Required 33.333%</b>	<b>Total 12 Month Amount (Total for programs to budget)</b>
<i>Contract Amount</i>	<i>Contractor Portion</i>	<i>Total Cost</i>
\$219,026.00	\$73,007.94	\$292,033.94

- 14.2 The PATH Award to the Contractor is for PATH services and activities, and for HMIS reporting capability used to participate in PATH data collection activities; and
- 14.3 The contractual award of PATH funds under this Contract equals the “PATH Award to Contractor” listed in the HCA approved Contractor IUP Budget table.
- 14.4 The Contractor will ensure that all non-federal match contributions are in accordance with federally-approved PATH services and activities as stated in FOA # SM-20-F3 and in accordance with the IUP.
- 14.5 The Contractor will submit aggregate non-federal match contribution amounts with invoices for PATH Fund reimbursement, in accordance with the HCA approved Contractor IUP budget table.
- 14.6 Non-federal match contributions will be reported in the aggregate and clearly identified on each billing invoice;
- 14.6.0 Supporting documentation of non-federal match amounts will be maintained in sufficient detail to demonstrate match amounts contributed by budget category;
- 14.6.1 Supporting documentation will be made available to the HCA Contract Manager upon request; and
- 14.6.2 The Contractor will annually certify their non-federal match contributions.

#### 15. Comply with Subcontracting Requirements

In addition to the terms of subcontracts and subcontractors in HCA's General Terms and Conditions, the Contractor will:

15.1 Only subcontract any services or activities under this contract with organizations that do not have either or both of the following:

15.1.0 A policy of excluding individuals from mental health services due to the existence or suspicion of SUDd; and

15.1.1 A policy of excluding individuals from SUD services due to the existence or suspicion of Mental Illness.

## 16. Meet HCA PATH Program Requirements

16.1 Submit HMIS Annual Report quarterly on or before January 15, 2025 (Quarter 1), April 15, 2025 (Quarters 1+2), January 15, 2025 (Quarters 1-3), October 14, 2025 (Quarters 1-4) Submit as PDF to HCA Contract Manager by email.

16.2 Direct service staff are required to attend new employee orientation (one time) (offered by HCA quarterly) and attend bi-monthly Learning Collaborative meetings.

16.3 PATH program managers are required to attend bi-monthly administrative meetings.

16.4 PATH-funded staff are required to attend the HCA PATH and Peer Pathfinder Annual Meeting (Outreach Academy).

16.5 PATH providers are required to cooperate with requests for remote or in person site visits.

16.6 PATH providers are required to cooperate with annual application (SAMHSA) requests for data and other information by HCA Contract Manager.

## 17. Supplemental Definition Section

**“Active Outreach”** means face-to-face interaction with PATH-eligible individuals outside, in shelter settings, and other spaces not intended for human habitation. While offering Active Outreach, PATH-funded staff make contact with individuals who may be eligible or who are already enrolled in the PATH program.

- i) Outreach may include distribution of program materials with contact information, public service announcements, verbal description of services, or other indirect methods.
- ii) PATH funded staff can determine whether a contact or program enrolled should be entered in HMIS under 'Street Outreach' or 'Supportive Services' based on where that individual reports they stayed the night before engagement with the PATH provider.

**“Case Management for PATH”** means the following:

- i) Create a service plan, with the self-determined goals of the PATH program participant for the provision of community mental health services and/or COD/SUD treatment services and review such plan not less than once every three (3) months.
- ii) Provide assistance to coordinate and attain social and maintenance services for PATH-eligible individuals, including services relating to daily living activities, personal financial planning, transportation, Habilitation and Rehabilitation Services, prevocational and vocational services, and housing eligibility assessments and other relevant resources.
- iii) Provide assistance to PATH-eligible individuals to obtain income support services, including housing assistance, food stamps, supplemental security, disability income benefits, and veterans’ benefits.
- iv) Refer PATH-eligible individuals to local, regional, and national services consistent with the PATH participant’s self-reported goals and needs.
- v) Providing representative payee services in accordance with Section 161 (a) (2) of the Social Security Act if the PATH-eligible individual is receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services.

**“Costs Associated with Matching Eligible Individuals with Appropriate Housing Situations”** means expenditures made on behalf of PATH program participants to meet costs, other than Security Deposits and one-time rental payments, of establishing a household. These may include items such as rental application fees, furniture, and furnishings, and moving expenses. These may also include reasonable expenditures to satisfy outstanding consumer debts identified in rental application credit checks that otherwise preclude successfully securing immediately available housing.

**“Planning of Housing”** means activities related to the analysis and formulation of a detailed set of action steps, timelines, and resources necessary to create or expand housing for the intended population.

**“Referrals to Primary Health Services, Job Training, Education Services and Relevant Housing Services”** means services intended to connect PATH-enrolled individuals to primary health care services, job training, income supports, education, housing, and other needed services not directly provided by the PATH program or outreach staff.

**“Screening and Diagnostic Treatment”** means a continuum of assessment services that ranges from brief eligibility screening to comprehensive clinical assessment.

**“Staff Training”** means materials, packages or programs designed to increase the knowledge or skills of individuals who work in shelters, behavioral health clinics, substance use treatment programs and other sites regarding the needs of the intended population, job-related responsibilities, quality assurance measures, improved service delivery strategies, all of which are intended to promote effective services and best practices.

**“Supportive and Supervisory Services in Residential Settings”** means specific training, guidance, information sharing, and assistance to, or on behalf of, PATH-enrolled individuals who may be experiencing complex access issues related to housing.

## **ATTACHMENT 2: FEDERAL AWARD TERMS**

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

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

#### **1. Future Spending**

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

#### **2. Non-Supplant**

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

#### **3. Unallowable Costs**

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

#### **4. Conflicts of Interest Policy**

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

The policies and procedures must:

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

#### **5. Administrative and National Policy Requirements**

Public policy requirements are requirements with a broader national purpose than that of the

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

Contractor is responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the [HHS Grants Policy Statement, available at https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf](https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf)

## **6. Marijuana Restriction**

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

## **7. Executive Pay**

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328) restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Office of Personnel Management released new salary levels for the Executive Pay Scale and effective January 1, 2024, the salary limitation for Executive Level II is \$221,900. Executive Senior Level (opm.gov) For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients and subrecipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

## **8. Promotional Items**

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

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

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

## **9. Acknowledgement of Federal Funding in communications and contracting**

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

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

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

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

#### **10. Acknowledgement of Federal Funding at Conferences and Meetings**

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

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

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

#### **11. Rights in Data and Publications**

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

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

#### **12. Mandatory Disclosures**

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

##### **U.S. Department of Health and Human Services**

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

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

#### **13. Lobbying Restrictions**



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

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

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

#### **14. Drug-Free Workplace**

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

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

#### **15. Civil Right Laws that prohibit discrimination**

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

This includes taking reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited

English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.

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

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

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

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

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

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

#### **17. Confidentiality of Alcohol and Drug Abuse Patient Records**

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

#### **18. Accessibility Provisions**

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

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

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

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

## **19. Legislative Mandates**

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

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

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

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

## **21. Audits**

If Contractor expends \$750,000 or more in federal awards during the Contractor's fiscal year Contractor must have a single or program-specific audit conducted for that year in accordance with the provisions of [45 CFR § 75.501](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

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

For specific questions and information concerning the submission process, visit the FAC at

<https://harvester.census.gov/facweb> or call FAC at the toll-free number: (800) 253-0696.

## **22. Ad Hoc Submissions**

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

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

## **23. Cancel Year**

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

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

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

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

## **ATTACHMENT 3: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES**

### **Federal Compliance, Certifications, and Assurances**

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Em Jones, em.jones@hca.wa.gov**.
  - a. *Source of Funds **PATH**: This Contract is being funded partially or in full through Cooperative Contract number **X06SM090125**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Assistance Listing Number (ALN) number **93.150** in the amount of **\$219,026.00** The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K8017**.*
  - b. *Period of Availability of Funds **10/1/2024-9/30/2025**: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in **X06SM090125** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*
  - c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*
  - d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*
1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
  - i. Deviations from the budget and Project plan.
  - ii. Change in scope or objective of the Contract.
  - iii. Change in a key person specified in the Contract.
  - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
  - v. Need for additional funding.
  - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
  - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

- e. *Sub-Contracting*: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
- f. *Condition for Receipt of Health Care Authority Funds*: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs*: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. *Supplanting Compliance: SABG*: If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Federal Compliance*: The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. *Civil Rights and Non-Discrimination Obligations*: During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

#### **HCA Federal Compliance Contact Information**

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

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **North Sound Behavioral Health Administrative Services Organization, LLC**. The federal Circulars which provide the applicable

administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

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

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

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    - i. The dangers of drug abuse in the workplace;
    - ii. The contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
  3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
    - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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



**Legal Services Manager**

WA State Health Care Authority

PO Box 42700

Olympia, WA 98504-2700

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

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

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

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

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may

subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

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

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

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

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

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

- f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the

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

- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: <small>DocuSigned by:</small> <i>JanRose Ottaway Martin</i>	TITLE: JanRose Ottaway Martin, Executive Director
PLEASE ALSO PRINT OR TYPE NAME: JanRose Ottaway Martin	
ORGANIZATION NAME: (if applicable) North Sound Behavioral Health Administrative Services Organization	DATE: 10/17/2024

**ATTACHMENT 4: FEDERAL SUBAWARD IDENTIFICATION****PATH - Federal Subaward Identification**

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	X06SM090125
3.	Federal Award Date	07/29/2024
4.	Assistance Listing Number and Title	93.150 Projects for Assistance in Transition from Homelessness (PATH)
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Teesha Kirschbaum, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery <a href="mailto:Teesha.kirschbaum@hca.wa.gov">Teesha.kirschbaum@hca.wa.gov</a> 360-725-5925
7.	Subrecipient name (as it appears in SAM.gov)	North Sound Behavioral Health Administrative Services Organization, LLC
8.	Subrecipient's Unique Entity Identifier (UEI)	Q48ZND BMH554
9.	Subaward Project Description	Services for people suffering from serious mental illness and/or substance abuse; and are homeless or at imminent risk of becoming homeless.
10.	Primary Place of Performance	98273-5462
11.	Subaward Period of Performance	10/1/2024-9/30/2025
12.	Amount of Federal Funds Obligated by this Action	\$219,026.00
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$219,026.00
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)

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

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

☐ YES ☒ NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ YES ☒ NO

**ATTACHMENT 5: CMHS GOVERNMENT PERFORMANCE AND RESULTS ACT**  
**PERFORMANCE MEASURES**

<b>OUTPUTS AND OUTCOMES TABLE</b>		
<b>2024-2025 PATH GPRA Measures</b>		
<b>Measure</b>	a) Previous WA Statewide Result  b) Target for Record Result  c) Summary of Result	<b>FFY 25 Goal (Refer to IUP for Individual Provider Goals)</b>
1. Percentage of enrolled homeless persons in the PATH program who receive community mental health services.	a) 37% b) 64% c) Goal Unmet	Increase to 64%
2. Number of PATH-eligible individuals contacted by PATH-funded outreach staff.	a) 2,318 b) 2,269 c) Goal Exceeded	Maintain or Exceed 2,269 Statewide
3. Percentage of PATH-eligible individuals contacted who become enrolled in PATH program and receive services.	a) 64% b) 57% c) Goal Exceeded	Maintain or Exceed 57%
4. Number of PATH-funded staff trained in SSI/SSDI Outreach, Access, Recovery (SOAR).	a) 17 b) 18 c) Goal Unmet	Increase to 18 (1-2 per PATH Provider)

## **ATTACHMENT 6: LOCAL MATCH CERTIFICATION**

### **LOCAL MATCH CERTIFICATION**

This form must be completed and submitted to the HCA Contract Manager listed on first page (cover page) of this Contract with the final billing invoice for this Contract.

I, \_\_\_\_\_ certify that local funds and/or in-kind items were provided by:

PRINT NAME

\_\_\_\_\_  
SOURCE OF FUNDS

in the amount of \$ \_\_\_\_\_ and were used to match (at a rate of at least 33.333% of federal funds awarded) paid during the time period of:

\_\_\_\_\_ through \_\_\_\_\_ for  
START DATE END DATE

\_\_\_\_\_  
PROGRAM/SERVICE

NAME OF ENTITY		
NAME OF ENTITY'S AUTHORIZED AGENT		HCA CONTRACT #
AUTHORIZED REPRESENTATIVE'S SIGNATURE	TITLE OR POSITION	
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TELEPHONE NUMBER	DATE COMPLETED

INSTRUCTIONS	
<b>NAME</b>	Printed name of the local entity's agent authorized to complete certification form.
<b>TYPE AND SOURCE OF FUNDS</b>	The type and source of local funds used. In-kind sources need specific identification showing who donated the items(s). E.g.: volunteers, building use, etc.

<b>DOLLAR AMOUNT</b>	Dollars that were used to match federal funds paid during the time period. Dollars reported must agree correlate with amount on the final billing.
<b>TIME FRAME</b>	Period of time during which the services were provided.
<b>TYPE OF CONTRACT / SERVICE</b>	Services eligible for Federal Financial Participation.
<b>NAME OF ENTITY</b>	Name of local entity that is providing the local funding match.
<b>NAME OF AUTHORIZED AGENT</b>	Name of local entity that is authorized to act on behalf of local entity.
<b>HCA CONTRACT NUMBER</b>	The HCA contract number of the local entity.
<b>AUTHORIZED REPRESENTATIVE'S SIGNATURE</b>	The signature of the local entity authorized representative.
<b>TITLE OR POSITION</b>	Title or position of local entity authorized representative.
<b>PRINTED NAME</b>	Printed name of authorized representative.
<b>TELEPHONE NUMBER</b>	Telephone number of authorized representative
<b>DATE COMPLETED</b>	Date when form was completed.