

SALISH BEHAVIORAL HEALTH ORGANIZATION

REQUEST FOR PROPOSAL

2016-148

Substance Abuse Block Grant Funds

September 2016 through June 30, 2017

**Issued:
July 21, 2016**

**Submission Deadline:
August 23, 2016 3:00 PM**

SALISH BHO
REQUEST FOR PROPOSAL
2016-148

Substance Abuse Block Grant Funds

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**SALISH BHO
REQUEST FOR PROPOSAL SUMMARY**

Substance Abuse Block Grant

I. INTRODUCTION

The Salish Behavioral Health Organization (SBHO) is requesting proposals for chemical dependency services within Kitsap, Clallam, and Jefferson Counties. Approximately \$1,125,000 in Substance Abuse Block Grant (SABG) funding will be awarded for projects or program services delivered between July 1, 2016 and June 30, 2017. **Proposal Deadline: August 23, 2016 at 3:00 p.m.**

This Request For Proposal (RFP) is available on the Internet at <http://www.kitsapgov.com/purchasing/bids.htm> or by contacting Colby Watling at: Kitsap County Department of Administrative Services, 614 Division Street, MS-07, Port Orchard, Washington 98366; 360.337.7036; or email: cwatling@co.kitsap.wa.us. SBHO reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Questions about the program content of the Request for Proposal contact Anders Edgerton at aedgertn@co.kitsap.wa.us

The purpose of this RFP is to fund programs that provide treatment, intervention, and recovery services for adults and youth with substance use disorder issues, in accordance with Federal and State SABG requirements. SBHO is requesting proposals for substance use disorder programs along a continuum of care including prevention, intervention, treatment and recovery support services.

II. SABG PLANNING SCHEDULE

| <u>DATE</u> | <u>ACTIVITY</u> |
|---------------------------|--|
| July 21, 2016 | RFP Packet Available |
| July 29, 2016, 1:00 pm | Submitters Conference: Sequim Transit Center 190 W. Cedar St. Sequim, WA 98382 |
| August 23, 2016 3:00 p.m. | Proposal Deadline |
| August 24, 2016 | Staff Technical Review and Send Proposals to SBHO Advisory Board Committee |
| August 29, 2016 | SBHO Advisory Board Committee Reads and Evaluates Proposals and Recommend Awards |
| August 31, 2016 | SBHO Advisory Board meets to Review and Approve of PY 2016 Contract Award Recommendations |
| September 2016 | Contract Negotiations |

III. APPLICANT ELIGIBILITY

Proposals will only be accepted from agencies that are currently under contract with the SBHO as a provider of outpatient chemical dependency services or support services. Agencies may submit more than one project application. Separate proposals must be submitted for each project.

IV. AVAILABLE FUNDING

The maximum available funding by county is indicated below (12 Month Period). Amounts indicate funding by county where services will be provided:

Kitsap County \$1,009,000

Clallam County \$286,000

Jefferson County \$132,000

Funding will be for services that meet the requirements of the SABG. There may be multiple awards per county. There is no minimum or maximum amount of funding per proposal.

V. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 12-month period. The period of performance for services solicited under this RFP was anticipated to begin July 1, 2016 and ends June 30, 2017. Carry over of unspent funds into the next program year is not allowed. Initial funding is not an assurance or guarantee of ongoing operational funding. The SBHO places a high value on maintaining availability of funding for meritorious proposals without regard to prior funding history. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years. The funding process is competitive and funding recommendations are made based on the relative merits of all proposals received in each yearly cycle.

VI. TARGET POPULATION AND PROGRAM ELEMENTS

Proposals should address one or more of the areas below. Proposed projects must not cover Medicaid funded services or duplicate services funded by other grants. Projects and services must include specific outcomes or performance indicators. If the PPW population is to be served by a project, the number of estimated PPW served should be indicated. Agencies may propose more than one project. Only substance use disorder agencies already contracted with SBHO may apply for SABG funding.

Prevention/Wellness

- PPW Outreach
- IUID Outreach
- Brief Intervention
- Drug Screening
- TB Screening

Engagement Services

- Assessment
- Engagement and Referral

- Educational Programs

Outpatient Services

- Outpatient services not covered by Medicaid.
- Services normally covered by Medicaid that may be provided under SABG funds for individuals without Medicaid.

Other Supports (Habilitative)

- Therapeutic Intervention Services for Children
- Sobering Services

Crisis/Residential Services

- Crisis/Residential services not covered by Medicaid.
- Crisis/Residential Services normally covered by Medicaid that may be provided under SABG funds for individuals without Medicaid.

Recovery Supports

- Interim Services
- Transportation
- Childcare Services

Note: Agencies are encouraged to include proposals that request funding for transportation. Examples include funding for bus passes or gas vouchers. These requests may be in addition to other proposals from the agency.

Priority will be given to proposals that address the following areas:

- Outreach
- Prevention and Education (including to families of individuals in treatment)
- Helping individuals access and maintain low-barrier housing
- Helping individuals maintain stability upon discharge from residential treatment
- Employment
- Transportation

VII. SABG FUNDING RESTRICTIONS

Agencies must **not** use SABG Funds for the following:

- a. Services and programs for Medicaid-covered services to Medicaid enrollees.
- b. Inpatient mental health services.
- c. Mental health services.
- d. Construction and/or renovation.
- e. Capital assets or the accumulation of operating reserve accounts.
- f. Equipment costs over \$5,000.
- g. Cash payments to Individuals.

- h. Purchase or improve land; purchase, construct, or permanently improve (other than Special minor remodeling) any building or other facility; or purchase major medical equipment.
- i. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- j. Provide financial assistance to any entity other than a public or nonprofit private

VIII. PROPOSAL SUBMISSION

All responses to this Request for Proposals (RFP) must be complete. All proposals shall be on plain white bond paper (8.5 x 11 inches) and stapled once in the upper left corner. No binding or folders will be accepted. Binder clips may be used to keep pages together. The original response and five (5) additional copies with one electronic form (CD/disk), including all supporting material, must be sealed in an envelope or box and submitted to:

Please submit by mail to:

Colby Wattling, Buyer
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

OR

For hand delivery, express , or courier:

Colby Wattling, Buyer
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

Please ensure that the box or envelope has this address clearly marked on it.

Applications must be received BY 3:00 P.M. August 23, 2016

A. Proposal Format

In order to be considered, proposers must supply all the information requested. The proposal **must** contain the following sections in order:

1. Proposal Cover Sheet. (Attachment A)
2. Proposal Abstract (Attachment B - limited to one page).
3. Program Activities and Services Narrative (limited to 12 typed pages using 12-point font).
4. Organizational Capability Narrative (limited to 2 typed pages using 12-point font - not including resumes and organizational chart).
5. Budgets (Attachments E-1, E-2, E-3, one for each program).
6. Debarment/Suspension Certificate (Attachment H).
7. Certification Regarding Lobbying (Attachment I).
8. Bonding and Insurance Certificates/Assurances.
9. Block Grant Plan Template

B. Proposal Contents

All responses must contain sufficient information necessary to thoroughly describe the program design and operation. Where proposed activities and services will be the same for multiple programs, this may be so stated in order to avoid needless duplication of narrative.

However, separate information should be provided when requested or where necessary to appropriately reflect differences in design and operation.

1. Proposal Cover Sheet (Attachment A)

Check the boxes that represent the areas you propose to service.

2. Proposal Abstract (Attachment B)

Provide summary of services to be provided, limited to one page.

3. Program Activities and Services Narrative (Limited to 12 pages)

The program narrative should include a thorough description of proposed activities and services. The proposal must enable readers to understand how the applicant intends to use the funds to provide treatment or necessary services. In addition to the information above, the narrative should include the following information:

- a. What evidence did the agency rely upon to determine that the proposed services are needed in the local community?
- b. How will the services address the priority areas listed in Section VI above:
 - Outreach
 - Prevention and Education (including to families of individuals in treatment)
 - Helping individuals access and maintain low-barrier housing
 - Helping individuals maintain stability upon discharge from residential treatment
 - Employment
 - Transportation
- c. Include the estimated number of individuals to be served by the proposed services. How many of these individuals will be PPW? IUID?
- d. What are the specific outcomes and performance measures that will indicate the success of the program? Include plans to develop baseline and follow-up measures with timelines.
- e. How will the agency ensure that SABG funds are used only for the proposed services and not to supplement other programs?

4. Organizational Capability: (Limited to 2 pages)

- a. Describe your basic managerial and fiscal structure including program management, accounting, internal controls, program monitoring and evaluation, and any outside contractors to be utilized in the administration of the program. Provide an organizational chart and explain the relationship of your agency to any parent or sponsoring agency.

Briefly describe your agency's past experience in the delivery of substance use disorder treatment.

- b. Summarize the results of your Agency's last audit. Include description of any disallowed costs, questioned costs and administrative findings. SBHO may request a complete copy of the Audit Report prior to contract award.

- c. Attach copies of documents that demonstrate your agency can meet, by July 1, 2016, the insurance and bonding requirements outlined below. If self-insured, a letter from an authorized agency official so stating will substitute for the following:

The County is named as an additional insured as respects this contract and such insurance as is carried by Contractor is primary over any insurance carried by the County. Evidence of said liability insurance shall be presented to the County at least 10 days prior to execution of this contract.

The Contractor's insurance policies contain a "Cross Liability" endorsement substantially as follows:

The Contractor shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate.

The amount of bonding coverage shall be equal to the highest monthly total advancement received during the past twelve months not to exceed \$100,000. For new Contractors, the bonding amount will be set at the highest advance through check or draw down planned for the present grant year.

- d. Submit these documents:
 - 1. Copies of the insurance policies and/or bonding instruments.
 - 2. Certificates of insurance and/or bonding.
 - 3. Certificates of insurability and/or bonding, from a Washington State banker or insurance company, stating that the proposing agency may obtain the required insurance and bonding prior to July 1, 2016.
- e. Summarize the qualifications of key staff members who will implement this proposal. Describe how the staffing level is related to participant service levels.

- 5. Budget: (Attachments E-1, E-2, E-3)

Provide a separate Budget for the program Year (7/1/16 – 6/30/17) for each program area being proposed. Complete the Budget in accordance with instructions contained in Section IX of this package.

- 6. Debarment/Suspension Certificate: (Attachment H)

Sign and date in the appropriate places on the form.

- 7. Certification Regarding Lobbying: (Attachment I)

Sign and date in the appropriate places on the form.

- 8. Block Grant Plan Template: (Attachment J)

Complete the Block Grant Plan Template, filling in information for each project proposed.

- 9. Bonding and Insurance Certificates/Assurances:

Provide certificates/assurances described above.

IX. PROGRAM/CONTRACT BUDGETING

A. Cost Reimbursable Contracts/Budgets:

Contractors will receive reimbursement for actual allowable costs of operating the program. The Contractor will bill only for actual and accrued costs to meet immediate cash needs. All costs associated with contract payments will be supported by original documentation charged to appropriate cost classifications and subject to audit.

B. Budget Form Instructions:

Each bidder will complete the proposed Budget form (Attachment E-1), Budget Narrative form (Attachment E-2), and Staff Salary and Benefits Narrative form for the Program Year (7/1/16 – 6/30/17) for each project being proposed. Instructions on how to fill out the forms follow:

1. Program – Type in the name First Year (7/1/16 – 6/30/17)
2. Proposer - Type in the name of the agency submitting the proposal.
3. County - Type in the name of the county - Clallam, Jefferson, or Kitsap
4. Quarters 1-4 - For each applicable budget line item, fill in the budget amount for each quarter. **Each quarter is cumulative.** If there are any other miscellaneous account titles, enter the account name and quarterly amounts.
5. Budget Narrative - For the First Year (7/1/16 – 6/30/17) for each county, fill out a set of corresponding budget narrative pages (Attachment E-2). For each account title used on the budget, there must be a narrative that describes how the budget total was arrived at.
6. Staff Salary and Benefits Narrative (Attachment E-3) - For the First Year (7/1/16 – 6/30/17) for each county provide information on all staff assigned to the program.

X. REVIEW AND SELECTION CRITERIA

A. Basic Minimum Criteria: The absolute minimum requirements of 2 and 3 below must be met before further consideration is given to a proposal.

1. Proposals will be evaluated according to the information contained within the written proposal.
2. Each proposal must meet the submittal requirements of Section VIII. A. to be considered for funding.
3. Each proposal meeting the submittal requirements must meet the following minimum requirements:
 - a. The proposal must offer the delivery of Substance Abuse Block Grant services compatible with those described in Section VI.
 - b. The proposal must offer allowable SABG services to eligible participants.
 - c. The proposed services must not be already covered by Medicaid or another grant.
 - d. The agency demonstrates the administrative capability to successfully provide services under the SABG.

- e. The agency has demonstrated it has or will be capable of meeting the insurance & bonding requirements of Section VIII. D.

B. Program Design Elements:

Proposals meeting the above minimum technical requirements will be further reviewed for program design elements. Each of the following criteria has equal weight:

1. Potential effectiveness of the overall plan.
2. The plan has clear performance measures and outcome expectations.
3. The agency has demonstrated experience indicating likelihood to meet and exceed the performance goals, cost factors, quality of services and characteristics of participants identified in these instructions.
4. The plan addresses priority areas listed in Section VI:
 - Outreach
 - Prevention and Education (including to families of individuals in treatment)
 - Helping individuals access and maintain low-barrier housing
 - Helping individuals maintain stability upon discharge from residential treatment
 - Employment
 - Transportation
5. Relative to the requested funding, the planned services will impact a significant number of individuals or a smaller number of hard to serve individuals.
6. The agency has a clear plan to ensure funds will only be used to provide the services in the proposed plan.
7. The proposed staffing level for the planned services is adequate.

C. Cost/Price Reasonableness:

Proposals will be evaluated for cost/price reasonableness. The price will be judged based on a comparison of prices among competing proposals. Price will also be compared to past prices offered by similar services, if applicable. Cost reasonableness will be judged by means of line item budget analysis. Line items will be reviewed for necessary and reasonable costs. This criteria has equal weight among those listed in B. above.

XI. GENERAL PROPOSAL REQUIREMENTS

A. Authorship

Proposals developed with the assistance of organizations or individuals outside the bidder's own organization should be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. All proposals submitted become the property of the SBHO, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Independent Price Determination

The proposer guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This section does not preclude or impede the formation of a consortium of agencies which intend to respond to this RFP.

C. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the program. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. The SBHO reserves the right to approve all subcontractors.

D. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The SBHO reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the SBHO to do so.

E. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint under the SBHO's Complaint & Grievance System. System procedures may be obtained from the SBHO upon request.

F. Cancellation of Award

The SBHO reserves the right to cancel an award immediately if new State or Federal regulations or Department of Social and Health Services determinations make it necessary to substantially change the project purpose or content, or prohibit such a project.

G. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

H. Waivers

The right is reserved by the SBHO to waive specific terms and conditions contained in this Request for Proposals. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

J. Publicity

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the proposer without obtaining prior written approval of the SBHO.

K. Limitation

This Request for Proposals does not commit the SBHO to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

L. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

M. Contract Award

The SBHO may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. The SBHO reserves the right to request additional data, discussion or presentation in support of written proposals.

XII. ATTACHMENTS

ATTACHMENT A: PROPOSAL COVER SHEET

**SALISH BHO
SUBSTANCE ABUSE BLOCK GRANT**

Proposal for

July 1, 2016 through June 30, 2017

Agency: _____

**PLACE AN "X" BESIDE THE COUNTY NAME BELOW THAT REPRESENTS THE
AREA YOUR PROPOSAL REPRESENTS. FILL IN THE TOTAL FUNDS BOX FOR THE
COUNTY SERVED.**

First Year - 7/1/16 to 6/30/17

| | | |
|---|---|--|
| <input type="checkbox"/> CLALLAM | <input type="checkbox"/> JEFFERSON | <input type="checkbox"/> KITSAP |
| TOTAL FUNDS PER PY | TOTAL FUNDS PER PY | TOTAL FUNDS PER PY |
| \$ | \$ | \$ |

ATTACHMENT B: PROPOSAL ABSTRACT

Responding Organization:

Contact Person:

Title:

Address:

Telephone:

Program Name/Summary of Major Features:

First Year - 7/1/16 to 6/30/21

| | |
|---|----|
| Total Funds Requested Per Program Year | \$ |
| Total Participants Served Per Program Year | |
| Average Cost Per Participant Per Program Year | \$ |

ATTACHMENT C-1: SALISH BEHAVIORAL HEALTH ORGANIZATION STANDARD CONTRACT

Contract Number: KC-XXX-16

Contractor:

Amount:

Contract Term: April 1, 2016 – June 30, 2017

CFDA#: 93959

Purpose: This contract is entered into for the purpose of ensuring Substance Use Disorder services in Kitsap, Clallam, and Jefferson Counties. Services under this contract are funded by the Substance Abuse Block Grant.

This contract is made between Contractor Name (hereinafter "Contractor") and the Salish Behavioral Health Organization (hereinafter "SBHO"). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of this contract on behalf of the SBHO.

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement, Data Security Requirements and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

**SALISH BEHAVIORAL HEALTH
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Karen Goon, County Administrator

CONTRACTOR:

Name:
Title:

I attest that I have the authority to sign this
contract on behalf of

DATE

SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment D, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHO.
2. Contractor shall obtain written approval for assignment from the SBHO Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
 - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
 - Compliance with applicable terms and conditions of this contract;
 - Compliance with all applicable law; and.
 - Provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
2. Contractor shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
3. Contractor shall comply with applicable federal, state, local and SBHO policies, procedures and practices.

4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Organization, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

F. Insurance

1. For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to

Program Lead, Salish Behavioral Health Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.

2. The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.
3. Coverage shall include the following terms and conditions:
 - a. The policy shall be endorsed and certificate shall reflect that the SBHO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.
 - b. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.
 - c. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHO shall be excess and not contributory insurance to that provided by the Contractor.
 - d. If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.
 - e. SBHO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHO; and SBHO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.
4. The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.
 - a. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
 - b. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

5. Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
6. The Contractor shall have insurance coverage and limits as follows:

- a. Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

| COVERAGE | LIMITS OF LIABILITY |
|-----------------|----------------------------|
|-----------------|----------------------------|

| | |
|--|--|
| Comprehensive General Liability Insurance | |
|--|--|

- | | |
|------------------------------|-----------------------------|
| a. Bodily Injury Liability | \$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |

OR

- | | |
|---|-----------------------|
| c. Combined Bodily Injury/Property Damage Liability | \$2,000,000 aggregate |
|---|-----------------------|

| | |
|---|--|
| Comprehensive Automobile Liability Insurance | |
|---|--|

- | | |
|------------------------------|--|
| a. Bodily Injury Liability | \$1,000,000 each person \$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |

OR

- | | |
|--------------------------------------|-------------|
| c. Combined Single Limit Coverage of | \$2,000,000 |
|--------------------------------------|-------------|

- b. Professional Liability Insurance with limits of not less than:

Professional Liability Insurance \$1,000,000 each occurrence

G. Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

H. Documentation

1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHO to identify the

receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the SBHO and such equipment shall be so identified.
3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
4. The SBHO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHO agents or employees, inspection of all records or other materials which the SBHO deems pertinent to this contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHO. Such material will be delivered to the SBHO upon request.

SECTION II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHO provides for SBHO employees. It is understood that the SBHO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the

work, SBHO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHO and shall be subject to SBHO's general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION III. MODIFICATION

No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION IV. TERMINATION

A. Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

C. Funding

The SBHO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION V. LEGAL REMEDIES

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION VI. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION VII. WAIVER

No official, officer, employee, or agent of SBHO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHO to thereafter enforce each and every provision.

SECTION VIII. NOTICES

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Point of Contact
Contractor
Address
City, State Zip

Anders Edgerton, SBHO Regional
Administrator
Contract Administrator
Kitsap County
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION IX. PAYMENTS

- A. All payments to be made by Kitsap County, on behalf of the SBHO, under this agreement shall be made to: Contractor, City of , County of , State of Washington.
- B. This contract shall not exceed the amount set forth in the contract budget, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHO's disallowed cost resolution process.

SECTION X. DURATION

The Contractor is authorized to commence providing services pursuant to this contract. This agreement shall terminate on June 30, 2017, unless terminated sooner as provided herein.

SECTION XI. WHOLE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION XII. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

SECTION XIII. ATTACHMENTS.

The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment C-2 – Special Terms and Conditions
Attachment D – Statement of Work
Attachments E-1, E-2, E-3 – Budget Summary/Estimated Expenditures
Attachment F – Business Associate Agreement
Attachment G – Data Security Requirements
Attachment H – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment I – Certification Regarding Lobbying

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement, Data Security Requirements and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget.

ATTACHMENT C-2: SPECIAL TERMS AND CONDITIONS

A. Program Requirements

1. Client Service

- a. The Contractor's performance during each calendar quarter, in terms of clients served, client outcomes, client service hours, clinical services, and contract expenditures, will be reviewed.
- b. A deviation below the standards established in the SBHOs policies and procedures and Quality Improvement Plan will initiate the corrective action process as outlined below, Corrective Action Process.
- c. The Contractor will be out of compliance with this contract if such deviation exists at the end of this contract period.

2. Public Record

All records required to be maintained by this contract or by state law, except medical, treatment and personnel records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Department of Social and Health Services, or his delegate; and Contract Administrator for the purpose of program review, evaluation and comparative cost studies.

All medical and/or treatment information, records, and data collected in connection with this contract shall be protected from unauthorized disclosure in accordance with 45 CFR 431.300 through 431.307, 42 CFR Part 2, and RCW 70.02, 71.24 and 71.34.

3. Records Retention

Records Retention during the term of this Agreement is for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later.

- a. The Contractor shall maintain records sufficient to:
 - (1) Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.

- (2) Document performance of all acts required by law, regulation, or this Agreement.
- (3) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- (4) Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to SBHO and all expenditures made by the Contractor to perform as required by this Agreement.

4. Equal Opportunity Notices

a. Posting

The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Department of Social and Health Services setting forth the provision of the Equal Opportunity Clause.

b. Collective Bargaining Agreements

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Department of Social and Health Services, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post notice in conspicuous places available to employees and applicants for employment.

5. Non-discrimination

a. Department of Social and Health Services Plan

The Contractor shall comply with all pertinent sections of the Department of Social and Health Services' Non Discrimination Plan, or develop a time line for accomplishing full compliance.

b. Notices

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, creed, marital status, age Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability.

6. Executive Order No. 11246

a. Compliance

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 (State Equal Opportunity Orders) and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Social and Health Services and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

b. Non-compliance

In the event of Contractor non-compliance with the Equal Opportunity Clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in the above Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided in law.

7. Compliance with Laws

The Contractor shall comply with RCW Chapter 71, as well as with all applicable Federal and State Statutes, administrative codes, and SBHO policies.

B. Fiscal Requirements

1. Withhold Payment

Failure of the Contractor to comply with the terms of this contract shall give the SBHO the right to withhold payment of any further funds under this contract.

2. Reimbursement

In the event that it is determined that any funds were disbursed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the SBHO upon written demand. Neither payment of any funds under color of this contract, nor any other action of the SBHO or its officials, officers, agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

3. Distribution by Kitsap County Treasurer

In the event of dissolution of the private non-profit corporation or arm thereof named herein as Contractor for services, or termination of contractual agreement for any reason named herein, or elimination of program elements by the SBHO Executive Board, or transference of program elements, then in that event any monies and/or funds and fees generated by Contractor by virtue of the existence of the services outlined herein, shall, after all legal and accountable liabilities have been duly satisfied, revert to the Kitsap County Treasurer for distribution by the SBHO Executive Board for community mental health services.

4. Modify Funding

Change of funding base in this contract may be made by the SBHO upon ten (10) days written notice to the Contractor, provided that such changes are necessitated by reduced funding or loss of program.

5. Termination by Default

In the event that this contract is terminated by default, no notice of termination shall be required.

6. Right to Hearing

All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment or such other actions contemplated in this contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the SBHO Executive Board for determination of the action and prior to commencement of any civil litigation, by the Contractor.

7. Evaluation

- a. The Contractor will cooperate with the SBHO in the evaluation of the Contractor's program and to make available all information required by any such evaluation process.
- b. The SBHO will give reasonable notice prior to such an evaluation and take into consideration the time required to provide data not routinely collected.
- c. The evaluation will be based on goals and objectives and performance standards as established by the State, SBHO, reporting requirements and operating budget under this contract.

8. Audit Requirements

- a. Nothing in this section shall preclude audits by other duly authorized representatives of the SBHO, Department of Social and

Health Services or state government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

- b. Independent Audits will be submitted annually to the Kitsap County Department of Human Services in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine, at a minimum, the fiscal integrity of the financial transaction and reports of the Contractor. Copies of the audit and management letter shall be submitted to Kitsap County Department of Human Services within 9 months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization which:

- (1) Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and Contractor mutually agree will produce an audit which meets the requirements described in items 2 and 3 below.
- (2) Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- (3) Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of OMB Circular A-133, as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.
- (4) The Contractor shall submit a copy of the audit and the management letter directly to the SBHO Administrator immediately upon completion.

9. Suspension, Debarment, and Lobbying

The Contractor shall certify, on a separate form (Attachment H), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor shall actively monitor its employees for excluded status in accordance with the SBHOs Policies and Procedures. Also, the Contractor, on a separate form (Attachment I), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

C. Corrective Action Process

The SBHO conducts a variety of reviews of Contractors, including but not limited to clinical reviews, administrative reviews, fiscal reviews, and encounter data validation. During the course of any review conducted, if a significant deviation from expected performance is noted, the SBHO will request the agency to provide a Corrective Action Plan. SBHO staff will work with agency staff in creating Corrective Action Plans when requested.

If the Contract Administrator finds indications of ongoing potential non-compliance during the contract monitoring processes or learns that the Contractor, or its subcontractors, are out of compliance with any of the terms or conditions of this contract, the following process will be pursued:

1. Informal Meeting

Informal process wherein the Regional Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.

2. Official Verbal Notification

If the informal meeting does not result in resolution, the SBHO will contact the Contractor for the purpose of official verbal notification of possible non-compliance to establish a date when representatives of the SBHO and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.

3. Written Summary

Within five (5) working days of such verbal notification, the SBHO will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.

4. Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHO and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.

5. Withhold Payments

If the SBHO and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the SBHO shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written, time-limited extension of the period to agree upon corrective action is issued by the SBHO.

D. Reporting Requirements

All reports shall be submitted to the Contract Administrator.

1. Data Reporting

- a. Contractor shall complete a client services report each month. Agape shall provide summations every six months of the total number of children served, the number of unduplicated children served, average length of participation, frequency of utilization, problems, innovations, and successes to the SBHO.

- (1) Agape shall provide the SBHO with the current copies for the child care license from the Department of Child and Family Services and inspection reports from the State Fire Marshall and Department of Health.

2. Three Month Report

Contractor shall submit each three (3) months, a revenue and expenditure report in a format provided by DSHS. The report is due to the SBHO thirty-five (35) calendar days following the end of each three (3) month period.

E. Billing Procedures

1. Contractor shall bill on a cost reimbursement basis.

ATTACHMENT D: STATEMENT OF WORK, SUBSTANCE ABUSE BLOCK GRANT

SABG Special Terms & Conditions for Contractor

1. **Purpose.** Contractors are to provide services to promote treatment, intervention, and Recovery for adults and youth with Substance Use Disorder, in accordance with Federal and State SABG requirements.
2. **Requirements.**
 - a. **Background Checks (RCW 43.43.832, WAC 388-877 and 388-877B)**
 - (1) The Contractor must ensure a criminal background check is conducted on all staff members; case managers, outreach staff members, etc.; and volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
 - (2) When providing services to Youth, the Contractor must ensure that requirements of WAC 388-06-0170 are met.
 - b. **Culturally Competent Services the Contractor must:**
 - (1) Ensure all services and activities provided under this Contract must be designed and delivered in a manner sensitive to the needs of all diverse populations.
 - (2) Take the initiative to strengthen working relationships with other agencies serving these populations.
 - c. **Confidentiality [45 CFR 96.132(e)]**

The Contractor must have in effect a system to protect patient records from inappropriate disclosure, and the system must:

 - (1) Comply with all applicable State and Federal laws and regulations, including 45 CFR Part 2.
 - (2) Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
 - d. **Charitable Choice (42 USC 300x-65 and 45 CFR Section 54) requirements must be followed.**
 - (1) **Faith-Based Organizations (FBO) Contractors may:**
 - (a) Retain the authority over its internal governance.
 - (a) Retain religious terms in its name.
 - (b) Select board members on a religious basis.
 - (c) Include religious reference in the mission statements and other governing documents.

(d) Use space in its facilities.

(2) Faith-Based Organizations (FBO) Contractors must:

(a) Facilitate a referral to an alternative provider within a reasonable time frame when requested by the individual.

(b) Reports to BHO all referrals made to alternative providers.

(c) Provide individuals with a notice of their rights.

(d) Provides recipients with a summary of services that includes any inherently religious activities.

(e) Funds received from the Federal block grant must be segregated in a manner consistent with Federal regulations.

(f) No funds may be expended for religious activities such as worship, religious instruction, or proselytization.

(g) In delivering services, FBO cannot discriminate against current or prospective program participants based upon:

- i. Religion
- ii. Religious belief
- iii. Refusal to hold a religious belief
- iv. Refusal to actively participate in a religious practice.

(h) If the Contractor is an FBO they must:

- i. Use generally accepted auditing and accounting principles to account for SABG funds similar to other nongovernmental organizations.
- ii. Segregate Federal funds from non-Federal funds.
- iii. Subject Federal funds to audits by the government.
- iv. Apply Charitable Choice requirements when other funds are commingled with SABG.

e. Independent Peer Review Required (45 CFR 96.136).

(1) Contractors must participate in the statewide independent peer review process when requested by DSHS as outlined in the SABG. Treatment programs will be reviewed by CDP's as experts in the field of Substance Use Disorder treatment.

f. Identical Treatment

All facilities receiving Federal Block Grant Funding are required to provide the same services to all Individuals who are financially eligible to receive State or Federal assistance and are in need of services. No distinction must be made between State and Federal funding when providing the following services

including, but not limited to:

- (1) Women's services.
- (2) Individuals Using Intravenous Drugs.
- (3) Tuberculosis services.
- (4) Childcare services for parenting women.
- (5) Interim Services.

g. Contractor Audit 45 CFR 96.31

- (1) If a Contractor is subject to 2 CFR, Part 200, Subpart F, the Contractor must provide a copy of the completed Single Audit to SBHO comply with SBHO Corrective Action Process.

3. Treatment Services.

a. Treatment Services (WAC 388-877 & 388-877B)

- (1) The Contractor must ensure outpatient and residential SUD services to all eligible individuals according to the requirements identified in WAC.
- (2) Subject to availability of funds, treatment services to eligible Individuals must not be denied regardless of their:
 - (a) Drug(s) of choice.
 - (b) Use of legally prescribed medications.
 - (c) Use of over the counter nicotine cessation products or participation in a nicotine replacement therapy regimen.
 - (d) Washington State BHO of residence. The BHO must, subject to allocated funds and service availability, serve all eligible Washington State residents who may be transient and require services.
- (3) Ensuring assessment and admission to treatment services are scheduled to be provided within fourteen (14) days after an individual makes the request.

b. Ensure Interim Services

- (1) Within 48 hours of seeking treatment.
- (2) Ensure Interim Services include at a minimum:
 - (a) Counseling on the effects of alcohol and drug use on the fetus for the pregnant woman.
 - (b) Prenatal care for the pregnant woman.

- (c) Human immunodeficiency virus (HIV) and tuberculosis (TB) education.
- (d) TB treatment services if necessary for Individuals Using Intravenous Drugs.
- (e) Ensure each individual who requests and is in need of treatment for intravenous drug use and/or PPW are admitted to programs of such treatment not later than fourteen (14) days after making the request for admission.

c. Outreach Services (42 USC 300x-23)

- (1) The Contractor must ensure that Outreach is provided to priority populations. 45 CFR 96.126(e) and 45 CFR 96.131
- (2) Must be specifically designed to reduce transmission of HIV and encourage IUID to undergo treatment.

d. Tuberculosis Screening

- (1) The Contractor must directly or through arrangement with other public entities, make tuberculosis services available to each individual receiving SUD treatment. The services must include tuberculosis counseling, testing, and providing for or referring infected with tuberculosis for appropriate medical evaluation and treatment.
- (2) The Contractor must conduct case management activities to ensure the individual receives tuberculosis services.

e. Recovery Support Services can be provided to assist individuals and their families to become stable and maintain long term Recovery from SUD.

- (1) Recovery plans must be completed in coordination with the individual in treatment and/or their family and the CDP or a CDPT under the clinical supervision of a CDP, to include:
 - (a) Individual assessment and level of care that considers:
 - i. The needs of the individual and/or their families,
 - ii. The extent to which there are Recovery Support Services, health and human services, and housing; and
 - iii. Availability of resources.
- (2) Services will be non-clinical in nature and may include: Employment Services, Housing Services, self-help and support groups, life skills, spiritual and faith-based support, education assistance services, and parent/family education.

f. Determine Individual Financial Eligibility: Low-Income Services

(1) Low-income

(a) The BHO and its subcontractors must determine financial eligibility for Individuals.

(b) Charging Fee Requirements — Low-Income Individuals

- i. If any service defined in this Contract is available free of charge from the Contractor to Individuals who have the ability to pay, the Contractor must not charge DSHS for Fee Requirements for Low-Income Individuals.
- ii. The Contractor must use 220% of the Federal Poverty Guidelines to determine low-income service eligibility and must provide this information to its subcontractors. The Federal Poverty Guidelines can be found by accessing the Federal Poverty Guidelines link on the Contractors and Providers page of the DBHR website found here: <https://aspe.hhs.gov/poverty-guidelines>.
- iii. The Contractor must utilize a sliding fee schedule in determining the fees for low-income eligible services.
- iv. Individuals who have a gross monthly income (adjusted for family size) at or below 220% of the Federal Poverty Guidelines are eligible to receive services partially supported by funds included in this Contract.
- v. Fees must be charged in accordance with the Low-Income Service Eligibility Table to all Individuals receiving Assessment and treatment services that are determined through a financial screening, to meet the requirements of the Low-Income Service Eligibility Table found here: <http://www.g1medicare.com/q1group/MedicareAdvantagePartD/Blog.php?blog=2015-Federal-Poverty-Level-Guidelines--2015-2016-LIS-Qualifications-and-Benefits&blog id=442&frompage=8>
- vi. If a Contractor determines that charging a Low-Income Individual a fee would stop the Individual from continuing treatment, the fee requirement may be waived by the subcontractor.
- vii. The minimum fee per counseling visit is \$2.00.
 - (A) Indigent Individuals are exempt from this fee requirement.
 - (B) Interim Services are exempt from this fee requirement.

g. Services Specific to PPW (CFR Title 45, Part 96.124)

(1) Contractors will publicize the availability of treatment services to

PPW at the facilities, as well as the fact that PPW receive priority admission.

- (2) PPW receiving treatment are treated as a family unit.
- (3) The following services are provided directly or arrangements are made for the provision of the following services with sufficient case management and transportation to ensure women and their children have access to services as follows:
 - (a) Primary medical care for women, including referral for prenatal care and childcare while the women are receiving such services.
 - (b) Primary pediatric care including immunization for their children.
 - (c) Gender specific SUD treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting are provided.
 - (d) Provide, directly or through arrangements, childcare to individuals participating in Assessment and treatment activities, and support activities such as support groups, parenting education and other supportive activities as recommended in the treatment plan.
 - (e) Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual abuse, physical abuse and neglect.
- (4) Additional Assessment Services Specific to PPW.
 - (a) Standard Assessment must also include a review of the gestational age of fetus, mother's age, living arrangements and family support data.
 - (b) A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours.
- (5) Childcare Services (45 CFR 96.131).
 - (a) Off-site childcare services are delivered by childcare providers licensed or certified by the Department of Early Learning in accordance with WAC 170-296A.
 - (b) Contractor shall provide the parent with information to assist with the selection of an off-site childcare provider when on-site childcare is not available. This must include direction to the DEL website address

for information on childcare services and information on selecting childcare providers.

h. Opiate Substitution Therapy (OST)

- (1) OST providers must maintain accreditation from the Center for Substance Abuse Treatment (CSAT) and comply with WAC388-877 and 388-877B; 45CFR, Part 8; and Washington State Board of Pharmacy WAC 246-887; as such regulations now exist or are hereafter amended.

i. Screens and Urinalysis (UA) Testing

General Requirements

- (1) Screens and UA testing is an allowable cost only within the context of a treatment plan.

- (2) **Eligible Individuals**

The subcontractor must use the testing standards identified on the BHO Minimum Urinalysis Testing Requirements document found accessing the Provider page of the DSHS Website:

<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/documents/UrinalysisTestingRequirements.pdf>

4. SABG Funding Restrictions.

The Contractor must not use SABG Funds for the following:

- a. Services and programs that are covered under the capitation rate for Medicaid-covered services to Medicaid enrollees.
- b. Inpatient mental health services.
- c. Mental health services.
- d. Construction and/or renovation.
- e. Capital assets or the accumulation of operating reserve accounts.
- f. Equipment costs over \$5,000.
- g. Cash payments to Individuals.
- h. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- j. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

- k. Provide financial assistance to any entity other than a public or nonprofit private entity.
- l. Make payments to intended recipients of health services.
- m. Provide Individuals with hypodermic needles or syringes.
- n. Provide treatment services in penal or correctional institutions of the State.

5. Target Population.

The Contractor must ensure that SABG Funds are used only for services to Individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid, as described below:

| Benefits | Services | Use SABG Funds | Use Medicaid |
|--|----------------------------|----------------|--------------|
| Individual is not a Medicaid recipient | Any Allowable Type | Yes | No |
| Individual is a Medicaid recipient | Allowed under Medicaid | No | Yes |
| Individual is a Medicaid recipient | Not Allowed under Medicaid | Yes | No |

6. SAMHSA Award Terms.

- a. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- b. Grant funds cannot be used to supplant current funding of existing activities.
- c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- e. Per 45 CFR 74.36 and 45 CFR 92.34 and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

- f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB circulars A102 and A-110.
- g. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- h. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grant SM010056 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

ATTACHMENT E-1: BUDGET

Program:

Proposer:

County:

| Account Title | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 |
|-------------------------------|-----------|-----------|-----------|-----------|
| Staff Wages | | | | |
| Staff Benefits | | | | |
| Supplies | | | | |
| Communications | | | | |
| Staff Travel | | | | |
| Equipment Rent | | | | |
| Equipment Expense | | | | |
| Equipment Purchase | | | | |
| Premises Rent | | | | |
| Premises Expenses | | | | |
| Insurance & Bonding | | | | |
| Other Miscellaneous - Specify | | | | |
| Total Budget | | | | |

ATTACHMENT E-2: BUDGET NARRATIVE

Program:

Proposer:

County:

Briefly describe how you arrived at the line item totals which are contained in your budget.

| Account Title | Narrative/Computations |
|----------------------------------|------------------------|
| Staff Salaries | |
| Staff Benefits | |
| Supplies | |
| Communications | |
| Staff Travel | |
| Equipment Rent | |
| Equipment Expense | |
| Equipment Purchase | |
| Premises Rent | |
| Premises Expense | |
| Insurance & Bonding | |
| Other Miscellaneous – Specify | |

ATTACHMENT E-3: STAFF SALARY AND BENEFITS NARRATIVE

Program:

Proposer:

County:

| Position Title/Name of Staff Person | SABG FTE % | Total Salary Amount | Total Benefits Amount | Remaining FTE % | Source(s) of other FTE % |
|-------------------------------------|------------|---------------------|-----------------------|-----------------|--------------------------|
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ATTACHMENT F: BUSINESS ASSOCIATE AGREEMENT

1. HIPAA Compliance.

1.1. Definitions.

- 1.1.1. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.1.2. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.1.3. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- 1.1.4. "Covered Entity" means THE SBHO, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 1.1.5. "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.
- 1.1.6. "Electronic Protected Health Information (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 CFR 160.103.
- 1.1.7. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104- 191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- 1.1.8. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 1.1.9. "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 CFR 164.502(g).
- 1.1.10. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.1.11. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business

Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is a reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

- 1.1.12. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.1.13. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.1.14. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

1.2. Compliance.

Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

1.3. Use and Disclosure of PHI.

Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- 1.3.1. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- 1.3.2. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- 1.3.3. Disclosure as Part of the Provision of Services. Business Associate shall

only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

- 1.3.4. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 1.3.5. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 1.3.6. Impermissible Use or Disclosure of PHI. Business Associate shall report to the SBHO in writing all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by the SBHO, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 1.3.7. Failure to Cure. If the SBHO learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by the SBHO do not end the violation, the SBHO shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of the ir contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- 1.3.8. Termination for Cause. Business Associate authorizes immediate termination of this Contract by the SBHO, if the SBHO determines that Business Associate has violated a material term of this Business Associate Agreement. SBHO may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 1.3.9. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or

received by Business Associate on behalf of the SBHO, to the SBHO, Secretary of DHHS and/or to the SBHO for use in determining compliance with HIPAA privacy requirements.

1.3.10. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from the SBHO or THE SBHO, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of THE SBHO or the SBHO, Business Associate shall:

- 1.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 1.3.10.2. Return to the SBHO or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
- 1.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
- 1.3.10.4. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
- 1.3.10.5. Return to the SBHO or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

1.3.11. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

1.4. Individual Rights.

1.4.1. Accounting of Disclosures.

- 1.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- 1.4.1.2. Within ten (10) business days of a request from the SBHO, Business Associate shall make available to the SBHO the information in Business Associate's possession that is necessary for the SBHO to respond in a timely manner to a request for an accounting of

disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

- 1.4.1.3. At the request of the SBHO or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- 1.4.1.4. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

1.4.2. Access

- 1.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by the SBHO or the Individual as necessary to satisfy the SBHO's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- 1.4.2.2. When the request is made by the Individual to the Business Associate or if the SBHO asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by the SBHO, the Business Associate shall provide the records to the SBHO within ten (10) business days.

1.4.3. Amendment.

- 1.4.3.1. If the SBHO amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and the SBHO has previously provided the PHI or record that is the subject of the amendment to Business Associate, then the SBHO will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- 1.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the SBHO or as necessary to satisfy the SBHO's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

1.5. Subcontracts and other Third Party Agreements.

In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must

also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

1.6. Obligations.

To the extent the Business Associate is to carry out one or more of the SBHO's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to the SBHO in the performance of such obligation(s).

1.7. Liability.

Within ten (10) business days, Business Associate must notify the SBHO of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform the SBHO of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

1.8. Breach Notification.

- 1.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from the SBHO or involving SBHO clients, Business Associate will take all measures required by state or federal law.
- 1.8.2. Business Associate will notify the SBHO Incident Manager within three (3) business days by submitting an Incident Report in accordance with SBHO Policy, or by telephone, of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- 1.8.3. Business Associate will notify the SBHO Incident Manager within Three (3) business days by submitting an Incident Report in accordance with SBHO Policy, or by telephone, of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the SBHO Incident Manager. Business Associate will coordinate and cooperate with the SBHO to provide a copy of its investigation and other

information requested by the SBHO, including advance copies of any notifications required for the SBHO review before disseminating and verification of the dates notifications were sent.

- 1.8.4. If either the SBHO or the Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from the SBHO or involving SBHO clients:
 - 1.8.4.1. requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - 1.8.4.2. requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - 1.8.4.3. requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - 1.8.4.4. The SBHO will take appropriate remedial measures up to termination of this Contract.
- 1.9. Miscellaneous Provisions.
 - 1.9.1. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
 - 1.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

ATTACHMENT G: DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the

terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

- (a) Encrypt the Data with a key length of at least 128 bits
- (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media

will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

| Data stored on: | Will be destroyed by: |
|--|--|
| Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs | Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or |

| | |
|--|---|
| | Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk |
| | |
| Paper documents with sensitive or Confidential Information | Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected. |
| | |
| Paper documents containing Confidential Information requiring special handling (e.g. protected health information) | On-site shredding, pulping, or incineration |
| | |
| Optical discs (e.g. CDs or DVDs) | Incineration, shredding, or completely defacing the readable surface with a coarse abrasive |
| | |
| Magnetic tape | Degaussing, incinerating or crosscut shredding |

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

ATTACHMENT H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections 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 statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and**
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name:
Title:

DATE:

ATTACHMENT I: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, 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 an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, title 31, 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.

Contractor Organization

Signature of Certifying Official

Date

ATTACHMENT J: PROPOSED PROJECT SUMMARIES AND EXPENDITURES

| | | |
|------------------------|--------------------------|----------------------------|
| Agency: | Current Date: | Total SABG Request: |
| Contact Person: | Phone Number: - - | Email: |

| Proposed Project Summaries and Expenditures | | | | |
|--|---|------------------------------------|--|--|
| Category/Sub Category | Provide a plan of action for each supported activity | Proposed # PPW to be served | Outcomes and Performance Indicators | Proposed Total Expenditure Amount |
| Prevention & Wellness – Preventive activities such as outreach and early intervention to encourage persons in need treatment to enter treatment. | | | | |
| PPW Outreach | | | | 0 |
| Outreach to Individuals Using Intravenous Drugs (IUID) | | | | 0 |
| Brief Intervention | | | | <u>0</u> |
| Drug Screening | | | | 0 |
| Tuberculosis Screening | | | | 0 |
| Engagement Services – Assessment/admission screening related to SUD to determine appropriateness of admission and levels of care. Education Services may include information and referral services regarding available resources, information and training concerning availability of services and other supports. Educational programs can include parent training, impact of alcohol and drug problems, anxiety symptoms and management, and stress management and reduction. Education services may be made available to individuals, groups, organizations, and the community in general. This is different than staff training. Treatment services must meet the criteria as set forth in WAC 388-.877B | | | | |
| Assessment | | | | 0 |
| Engagement and Referral | | | | 0 |
| Interim Services | | | | 0 |
| Educational Programs | | | | 0 |

| | | | | |
|---|--|--|--|---|
| Outpatient Services – Services provided in a non-residential SUD treatment facility. Outpatient treatment services must meet the criteria as set forth in WAC 388-877B. | | | | |
| Individual Therapy | | | | 0 |
| Group Therapy | | | | 0 |
| Family Therapy | | | | 0 |
| Multi-Family Counseling Therapy | | | | 0 |
| Medication Assisted Therapy (MAT) | | | | 0 |
| Community Support (Rehabilitative) – Consist of support and treatment services focused on enhancing independent functioning. | | | | |
| Case Management | | | | 0 |
| Recovery Housing | | | | 0 |
| Supported Employment | | | | 0 |
| Other Support (Habilitative) – Structured services provided in segments of less than 24 hours using a multi -disciplinary team approach to develop treatment plans that vary in intensity of services and the frequency and duration of services based on the needs of the client. | | | | |
| PPW Housing Support Services | | | | 0 |
| Supported Education | | | | 0 |
| Housing Assistance | | | | 0 |
| Spiritual/Faith-Based Support | | | | 0 |
| Intensive Support Services – Services that are therapeutically intensive coordinated and structured group-oriented. Services stabilize acute crisis and clinical conditions, utilizing recovery principles to help return individuals to less intensive outpatient, case management, and/or other recovery based services. | | | | |
| Therapeutic Intervention Services for Children | | | | 0 |
| Sobering Services | | | | 0 |
| Out of Home Residential Services – 24 hour a day, live-in setting that is either housed in or affiliated with a permanent facility. A defining characteristic is that they serve individuals who need safe and stable living environments in order to develop their recovery skills. Treatment services must meet the criteria as set forth in WAC 388-877B. | | | | |
| Sub-acute Withdrawal Management | | | | 0 |
| Crisis Services Residential/ Stabilization | | | | 0 |

| | | | | |
|---|--|--|--|---------------|
| Intensive Inpatient Residential Treatment | | | | 0 |
| Long Term Residential Treatment | | | | 0 |
| Recovery House Residential Treatment | | | | 0 |
| Involuntary Commitment | | | | 0 |
| Acute Intensive Services -24-hour emergency services that provide access to a clinician. The range of emergency services available may include but are not limited to direct contact with clinician, medication evaluation, and hospitalization. Services must meet the criteria as set forth in WAC 388-877B. | | | | |
| Acute Withdrawal Management | | | | 0 |
| Recovery Supports –A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. Recovery emphasizes the value of health, home, purpose, and community to support recovery. | | | | |
| Interim Services | | | | 0 |
| Transportation for PPW | | | | |
| Transportation | | | | 0 |
| Childcare Services | | | | 0 |
| Other SABG activities – any activity necessary to plan, carry out, and evaluate this SABG plan, logistics cost for conferences regarding SABG services and requirements, capacity management infrastructure, and conducting needs assessments. | | | | |
| Grand Totals | | | | \$0.00 |